

U.S. Department of Education

Washington, D.C. 20202-5335



APPLICATION FOR GRANTS UNDER THE

APPLICATION FOR NEW GRANTS UNDER THE TEACHER INCENTIVE FUND PROGRAM

CFDA # 84.385A

PR/Award # S385A100088

OMB No. 1810-0700, Expiration Date: 11/30/2010
Closing Date: JUL 06, 2010

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission	* 2. Type of Application: * If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

* 3. Date Received:	4. Applicant Identifier:
7/3/2010	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
	NA

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: National Institute for Excellence in Teaching

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
---	---------------------------

[REDACTED]

[REDACTED]

d. Address:

* Street1:	[REDACTED]
Street2:	
* City:	[REDACTED]
County:	
State:	[REDACTED]
Province:	
* Country:	USA
* Zip / Postal Code:	[REDACTED]

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name:	Gary
Middle Name:		

* Last Name: Stark

Suffix:

Title: President and CEO

Organizational Affiliation:

National Institute for Excellence in Teaching

* Telephone
Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.385A

CFDA Title:

Application for New Grants Under the Teacher Incentive Fund Program

*** 12. Funding Opportunity Number:**

ED-GRANTS-052110-001

Title:

Office of Elementary and Secondary Education: Teacher Incentive Fund ARRA CFDA
84.385

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Improving Educator Effectiveness and Student Achievement through TAP in the ABR
Charter Schools Consortium

Attach supporting documents as specified in agency instructions.

Attachment:

Title :

File :

Attachment:

Title :

File :

Attachment:

Title :

File :

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant: CA-30

* b. Program/Project: LA-6; LA-5

Attach an additional list of Program/Project Congressional Districts if needed.

Attachment:

Title :

File :

17. Proposed Project:

* a. Start Date: 10/1/2010

* b. End Date: 10/1/2015

18. Estimated Funding (\$):

a. Federal	\$ [REDACTED]
b. Applicant	\$ [REDACTED]
c. State	\$
d. Local	\$
e. Other	\$
f. Program	\$
Income	
g. TOTAL	[REDACTED]

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

☐ Yes ☒ No

☒ ** I AGREE

Not applicable.



U.S. DEPARTMENT OF EDUCATION

BUDGET INFORMATION

NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
National Institute for Excellenc...

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS

Budget Categories	Project Year 1(a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2. Fringe Benefits	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3. Travel	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4. Equipment	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5. Supplies	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6. Contractual	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9. Total Direct Costs (lines 1-8)	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10. Indirect Costs*	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? ☒ Yes ☐ No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: 7/1/2008 To: 6/30/2010 (mm/dd/yyyy)

Approving Federal agency: ☒ ED ☐ Other (please specify): _____ The Indirect Cost Rate is 11.5%

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

☐ Is included in your approved Indirect Cost Rate Agreement? or, ☐ Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is 0%

**U.S. DEPARTMENT OF EDUCATION****BUDGET INFORMATION****NON-CONSTRUCTION PROGRAMS**

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
National Institute for Excellenc...

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION B - BUDGET SUMMARY**NON-FEDERAL FUNDS**

Budget Categories	Project Year 1(a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2. Fringe Benefits	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3. Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
4. Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
5. Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
6. Contractual	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
9. Total Direct Costs (lines 1-8)	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10. Indirect Costs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Standard Form 424B (Rev.7-97)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. "4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. "1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. "794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. "276a to 276a-7), the Copeland Act (40 U.S.C. '276c and 18 U.S.C. "874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. " 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. "1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. "7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. "1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance

of 1975, as amended (42 U.S.C. " 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. " 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. "1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. '470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. "469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. "2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. "4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Representative:
Name of Authorized Certifying Representative: Gary Stark
Title: President and CEO
Date Submitted: 06/24/2010

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change only: Year: 0Quarter: 0 Date of Last Report:
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: Name: Address: City: State: Zip Code + 4: - Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Name: Address: City: State: Zip Code + 4: - Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name of Lobbying Registrant (if individual, last name, first name, MI): Address: City: State: Zip Code + 4: -	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Address: City: State: Zip Code + 4: -	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Name: Title: Applicant: National Institute for Excellence in Teaching Date:	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

National Institute for Excellence in Teaching

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: First Name: Gary Middle Name:

Last Name: Stark Suffix:

Title: President and CEO

Signature:

Date:

06/25/2010

ED 80-0013

03/04

Section 427 of GEPA

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P. L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1894-0005**. The time required to complete this information collection is estimated to average 1.5 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4537.

Applicants should use this section to address the GEPA provision.

Attachment:

Title : 427 GEPA Statement

File : \\Tap1\public\sshoff\Grants\i3\Supplementary Materials\427 GEPA Statement.doc

427 GEPA Statement

The National Institute for Excellence in Teaching (NIET) is strongly committed to ensuring access to all components of the TAP system for all participants. Accommodations are made for those with specific needs. NIET and its staff maintain regular communication with all TAP participants through established school-wide methods. NIET's core trainings make accommodations for participants with specific needs, and the trainings are available in multiple formats: face-to-face, audio, and soon, online.

Barrier- Teachers with physical disabilities may not be able to travel to the required training opportunities.

Solution- NIET has built into the budget the expansion of our web-based comprehensive training portal that will allow access to all trainings without travel.



Selection Criteria D: Quality of Local Evaluation

This project will be evaluated by a third-party professional evaluator with the capacity for working with both qualitative and quantitative data. The purpose of the evaluation will be twofold: first, to provide feedback for continuous improvement in the implementation and operation of TAP in the project schools; and second, to provide an analysis of the evidence that the project is achieving its objectives and goals.

The evaluator will assess progress toward and accomplishment of all of the outcome measures identified in this proposal, as described below. In addition, the evaluator will study the implementation of TAP in the project schools during the length of the grant, including differences in fidelity to the TAP model between schools. The evaluator will also examine the intermediate attitudinal and behavioral outcomes among teachers and principals that are expected to lead to changes in student outcomes as a result of the project.

Criterion (1): Performance measures.

The evaluation will collect and analyze the following measures of performance related to the goals of the project. For Goal 1 (increase the percent of effective teachers through incentives, career advancement, evaluation and professional development), the objectives and measures are:

1. *Increase the percent of effective teachers as defined within this proposal.* The evaluator will measure teacher effectiveness using the same three indicators on which incentives are based: Skills, Knowledge and Responsibilities (SKR) scores, value-added measures of student growth at the classroom level, value-added measures of student growth at the school level. The evaluator will have access to specific SKR data for each classroom observation occasion and each dimension of instruction, *i.e.*, the data underlying the overall SKR score for each teacher. The evaluator will also utilize the underlying value-added scores on each subject and not just the

composite 1-5 score on which incentives are based. Using the underlying SKR and value-added scores will enable the evaluator to conduct nuanced and statistically powerful analyses of teacher performance on multiple dimensions.

In addition to measuring the percent of effective teachers, the evaluator will investigate relationships between incentives, professional development, and teacher performance. The evaluator will collect and analyze data on the attitudes of teachers toward incentives and other elements of the project, and on the quality of professional development and its relationship to changes in instruction.

2. Increase the percent of effective teachers retained each year. The evaluator will calculate retention rates using administrative data on staff changes, including exit interview data, and will assess the effectiveness of retained teachers using the data described above for objective 1. This analysis will match retention data with performance data from CODE to examine differences in retention between lower- and higher-performing teachers.

3. Increase the recruitment of teachers who are effective or likely to be effective. The evaluator will assess the performance of newly hired teachers at the end of their first year using the data described above, and will analyze their on-the-job performance in the context of their professional qualifications and experience prior to hiring. The evaluator will examine qualification data on applicants as well as hired teachers to assess the quality of the applicant pool attracted by the schools in the project. The evaluator will also use survey and interview data to examine the perceptions of both principals and newly hired teachers regarding the effect of TAP on recruitment quality.

For Goal 2 (increase the percent of effective principals through incentives, evaluation and professional development), the objectives and measures are:

1. *Increase the percent of effective principals as defined within this proposal.* To measure the effectiveness of principals, the evaluator will make use VAL-ED scores, TLT observation rubric scores, and school wide value-added student growth outcomes. The evaluator will examine the relationships between TAP elements, principal leadership, and school performance using survey, interview, and other qualitative data.

2. *Increase the percent of effective principals retained each year.* Given the modest number of Consortium schools, the evaluator will be able to analyze principal retention and turnover on a case-by-case, year-to-year basis in the context of the effectiveness data described above. Using survey, interview, and other qualitative data, the evaluator will analyze the relationships between TAP elements, performance, and principal retention.

For Goal 3 (improve student achievement), the objectives and measures are:

1. *Achieve a year or more of student growth at the school level as defined within this proposal.*

The evaluator will analyze school level value-added indicators of student achievement gains on standardized assessments. In addition to reporting school progress on this goal, the evaluator will use underlying growth scores for each subject, grade and student subgroup to provide nuanced feedback on the differentiated impact of TAP as well as relationships between impact and implementation measures.

2. *Demonstrate progress on state measures of student achievement.* The evaluator will examine annual state accountability measures for each school in the project. In addition to measuring overall school progress, the evaluator will use state achievement data disaggregated by subject, grade and student subgroup to complement the value-added analysis of student growth and its relationship to TAP implementation. Data on changes in the percent of students in each

proficiency band will also enable an analysis of how TAP affects students at different achievement levels within these schools.

Criterion (2): Data types.

The evaluation will provide both quantitative and qualitative data in the following categories:

- Student achievement and state accountability data (including disaggregated scores) will be provided by the Consortium. Value-added data (including underlying scores and standard errors) will be provided by the value-added vendor servicing the Consortium.
- Teacher and principal evaluation results will come from the CODE data system used by TAP schools, including the detail for each classroom observation and principal performance survey.
- The evaluator will obtain administrative data regarding teacher and principal recruitment and retention, including exit interview data, from the Consortium.
- Survey data on teacher and principal attitudes and perceptions will result from the annual TAP web survey conducted by NIET nationally. This survey focuses on attitudes toward the specific elements of TAP and perceptions of the quality of TAP implementation on multiple dimensions. Additional local surveys may be conducted by the evaluator to address questions specific to this project.
- Interviews and focus groups of TAP teachers and principals will complement and expand upon survey data about attitudes and perceptions. The evaluator will analyze data from these activities using grounded theory methods to identify themes that characterize TAP implementation in these schools. The evaluator will be able to triangulate among multiple perspectives on the process of change within schools.

- The evaluator will have access to samples of student work, cluster group records, leadership team records, teacher individual growth plans, and other artifacts of the process of change in the schools.
- NIET will provide annual School Review data to the evaluator. These scores measure the quality and consistency of TAP implementation in a school. These ratings are conducted by experienced TAP staff from outside of the school, using quantitative and qualitative rubrics.

Criterion (3): Evaluation procedures.

The evaluation will be "utilization focused" (Patton, 2002), meaning that the evaluator will provide feedback in order to make the project more successful, sustainable and replicable. The evaluation will include regular communications between the evaluator, NIET and the Consortium. The NIET Senior Researcher and the Consortium Data Specialist will be designated as contact persons for communications with the evaluator. These individuals will hold update meetings or conference calls at least quarterly to review plans, progress, and preliminary data. The evaluator will provide an annual report to NIET and the Consortium presenting and analyzing key data regarding project implementation, progress toward objectives, and intermediate outcomes if applicable. The evaluator will provide an initial draft of this report in early fall of the school year following the year covered by the report, in order to support improvements in the operation of the project. When value-added achievement data become available, typically later in the year, the annual report will be updated to reflect such data. At the conclusion of the grant period, the evaluator will assess the overall accomplishment of goals. The evaluator will also provide an analysis of lessons learned for the sustainability of TAP in these schools as well as for the possible expansion of TAP within the Consortium and the future implementation of TAP at other sites.

Project Narrative

Project Abstract

Attachment 1:

Title: **NIET-ABR Consortium Project Abstract** Pages: **1** Uploaded File: **ABR Project Abstract 7_2_10.pdf**

Project Abstract:

Improving Educator Effectiveness and Student Achievement through TAP in the ABR Charter Schools Consortium

The National Institute for Excellence in Teaching (NIET), a non-profit 501(c)(3) organization, proposes to partner with five hard-to-staff schools in Louisiana, each it's own local education agency (LEA) within the ADVANCE Baton Rouge (ABR) Charter organization, for a grant under the **Main Teacher Incentive Fund (TIF) Competition**. This consortium of charter schools (Consortium) serves high-need student populations in the Baton Rouge area of Louisiana.

The Consortium will implement TAP™: The System for Teacher and Student Advancement (TAP), a comprehensive teacher and principal effectiveness reform model that includes a performance-based compensation component that will reward differentiated compensation to effective teachers and principals. Through this project, the Consortium will be able to implement a performance-based compensation system (PBCS) to attract and retain the most effective educators to these high-need schools. None of the LEAs in this proposal are currently implementing a TIF-supported PBCS.

Under this TIF grant proposal, NIET requests \$13,303,517 from the U.S. Department of Education for a five-year grant that will maintain TAP in the Consortium schools for the duration of the project period. Through the implementation of the TAP system, the Consortium will achieve the following goals in their high-need schools: (1) Increase the percent of effective teachers through incentives, career advancement, evaluation and professional development; (2) Increase the percent of effective principals through incentives, evaluation and professional development; and (3) Improve student achievement.

Project Narrative

Application Narrative

Attachment 1:

Title: **ABR Application Narrative** Pages: **66** Uploaded File: **ABR Project Narrative 7_2_10.pdf**

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**Improving Educator Effectiveness and Student Achievement through TAP in the ABR
Charter Schools Consortium**

The National Institute for Excellence in Teaching (NIET), a non-profit 501(c)(3) organization proposes to partner with five Louisiana hard-to-staff charter schools (with high-need student populations for a grant under the **Main Teacher Incentive Fund (TIF)** **Competition**. Each school is its own Local Education Agency (LEA) (see ~~Other~~ Attachments”); however, they are operated by ADVANCE Baton Rouge (ABR), a charter management organization. The Consortium of ABR schools (Consortium) is committed to improving the effectiveness of their educators, increasing student achievement, and building local leadership capacity. To meet these commitments the Consortium schools plan to implement a proven performance-based compensation system (PBCS). The schools will make the PBCS available to teachers¹ and principals² to ensure unity of purpose in achieving the grant’s goals and measurable objectives.

The Consortium sought a rigorous, comprehensive reform and intends to implement TAP™: The System for Teacher and Student Advancement, which offers differentiated compensation for effective teachers and principals and offers a comprehensive approach to the PBCS. The TAP system is more than just a PBCS. It is a coherent and integrated strategy for strengthening the educator workforce as it addresses the most important element in the school—human capital. It does so by working with teachers and principals to systematically increase their skills and, thus, student achievement.

Although NIET is fiscal agent for an existing TIF grant, it is working with a different group of eligible LEAs for this grant proposal, none of whom are currently implementing a TIF-

¹ For the purpose of this grant, Teachers will include all certified instructional personnel.

² For the purpose of this grant, Principals will include Assistant Principals.

supported PBCS (Additional Eligibility Requirement). Under this proposal, NIET and the Consortium of ABR schools request [REDACTED] from the Department of Education for a five-year TIF grant that will support the implementation of TAP for the duration of the project period and build sustainability for its continuation after the grant period (Additional Eligibility Requirement, Absolute Priority 2).

Fulfilling the Requirements of TIF

To demonstrate that this grant proposal fulfills all of the TIF grant requirements (i.e., Absolute Priorities, Core Elements), we have created a chart that shows on which page(s) of the project narrative key responses to the requirements can be found. Note that this proposal *addresses all Competitive Preference Priorities: 4, 5 and 6.* We have also bracketed requirements at the end of a section where one is addressed, according to the abbreviations provided.

Eligibility Requirements	
High-need schools' free or reduced price lunch status [HN]	Page(s): 5, 9, High Need Documentation Attachment
Absolute Priorities [AP]	
AP 1	Page(s): 12, 14:15, 20, 26:28, 30:31,38:39,42
AP 2	1, 15, 35, 59
AP 3	12, 13:15, 30, 38, 45
Competitive Preference Priorities [CPP]	
CPP 4	Page(s): 14, 31:32, 36, 38,42
CPP 5	5, 7, 14, 16, 31
CPP 6	56
Main TIF Competition Requirements	
Selection of Competition [SC]	Page(s): 1
Application Requirement [AR]	14, 30, 41
Core Elements [CE]	
CE A	35:26, 44, 47
CE B	13, 33, 35
CE C	15, 26, 38:39
CE D	23, 40
CE E	15, 23, 38, 42:43, 45
Planning Period Requirements [PPR]	N/A
Professional Development [PD]	40:41
High-Need Schools Documentation [HN]	* See HN above
Additional Eligibility Requirement [AER]	1, 47

Selection Criterion A: Need for the Project

Consortium: Summary of Need for Project

In May of 2008, ADVANCE Baton Rouge (ABR), a charter management organization, was awarded the charters of three historically low performing schools in south Louisiana: Glen Oaks and Prescott Middle Schools in Baton Rouge, and Pointe Coupee Central High School in New Roads, a small, rural community northwest of Baton Rouge. These schools were historically failing and had been taken over by the State of Louisiana as part of the Louisiana Recovery School District. In March of 2009, ABR was awarded two additional schools: Lanier and Dalton Elementary in Baton Rouge that currently serve as feeder schools for Glen Oaks and Prescott Middle Schools. Both Lanier and Dalton were also historically low performing schools and were taken over by the Recovery School District, with oversight and control granted to ABR. As the charter operator, ABR is —the final authority in matters affecting the Charter School, including but not limited to, staffing, financial accountability, and curriculum.”³ Under Louisiana Department of Education guidelines, these schools are Type “5” charters meaning that each school is its own individual LEA (Appendix). Through the implementation of TAP, the Consortium will address all requirements of the Teacher Incentive Fund thereby improving educator effectiveness and student achievement in their high-need schools.

The Consortium’s mission is to systematically transform their historically low performing schools into centers of excellence by improving teacher quality and raising student achievement. If children have access to the most effective educators who provide a strong and challenging education, they will be better equipped to succeed in life. When children are exposed to different ways of thinking, imagining and learning, they will dream bigger, strive to accomplish more, and

³ Advance Baton Rouge Charter Contract (“Other Attachments”).

become lifelong learners. When that happens, every child will have the opportunity to make their school, community, state, nation and ultimately the world a better place.

NEED: Free and Reduced Priced Lunch (FRPL)

With over 94% of students on FRPL (ranging from 90-97%), the 125 teachers in the Consortium are focused on improving achievement of some of Louisiana's most needy students [HN, CPP 5]. See attached –High-Need Schools Documentation.”

	Enrollment	% FRPL
Dalton Elementary School	359	97%
Prescott Middle School	269	94%
Pointe Coupee Central HS	368	94%
Lanier Elementary School	283	93%
Glen Oaks Middle School	290	90%
<i>Consortium Average</i>	1,569	94%
<i>Louisiana Average</i>	692,851	67%

NEED: Poor Achievement

Prior to being taken over by the State, the five schools in the Consortium were among the most challenged in their communities. They were low performing and had great difficulty in recruiting and retaining high quality educators to work in their schools. Three of the schools (Glen Oaks Middle, Prescott Middle and Pointe Coupee High) had on average between 0 and 10% of their students performing at proficiency. In the late 1990s, the state of Louisiana established an accountability system which requires schools to have a school performance score (SPS) of 60⁴. The low performance of these schools over five years on Louisiana Performance Accountability System as outlined in the chart below, provided reason for the state to take over the schools and allow ABR to assume leadership. (More detailed achievement data will be provided in the Comparison Schools section). State Performance Labels are not available for

⁴ The cut-off for state performance level in 2010-11 will be increased to 65.

2008-09 or 2009-10 since these schools became charters. In addition to extremely poor academic achievement, these schools have also been plagued by high truancy rates, major discipline problems, high teacher turnover, and poor student and teacher attendance rates.

Louisiana State Performance Label Trends, AW=Academic Warning, AU=Academically Unacceptable					
School	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
Glen Oaks Middle	AU	AU	AU	AU	AU
Lanier Elementary	AW	AU	AU	AU	AU
Prescott Middle	AU	AU	AU	AU	AU
Pointe Coupee Central High	AU	AU	AU	AU	AU
Dalton Elementary	AW	AU	AU	AU	AU

Consortium: High-Need Schools Have Difficulty Recruiting Effective Teachers

Recruitment of effective teachers has been a great challenge in the Consortium schools. Although Louisiana is a “right-to-work” state, effective teachers who have spent their careers in traditional schools are often hesitant to move to charters due to the lack of protections such as tenure and the fact that these are among the most challenged schools in the state. In an effort to fill teaching vacancies, ABR has partnered with Teach for America (TFA) to get recent college graduates to teach in the schools for two years. A goal of the Consortium through TAP is to further develop the skills of TFA teachers and encourage the most effective to stay in teaching beyond their two year commitment as well as to consider school leadership positions. Though TFA is providing valuable human capital in the Consortium schools, it is not an enduring solution. As such, Consortium leadership is also seeking to develop a cadre of effective teachers who make teaching a career choice and will remain in the schools over the longer term.

Recruitment of effective teachers is a challenge in the Consortium in all subject areas. Although it is paramount to hire capable educators in the core subject areas, the Consortium also struggles with attracting effective teachers in special areas such as special education, English as a

Second Language, the arts and music. According to the US Department of Education’s Teacher Shortage list⁵, all of subject areas of need noted in the chart below are recognized in Louisiana as hard-to-staff. Across the board, it is a challenge to hire high quality educators in the Consortium schools; this challenge is heightened in the subjects noted in the chart below in each Consortium school [CPP 5].

	Hard to Staff Subjects
Pointe Coupee Central High	All positions
Glen Oaks Middle School	Special Education, ELA, Math
Prescott Middle School	Arts
Dalton Elementary School	Arts
Lanier Elementary School	Arts

Attracting effective teachers to Pointe Coupee Central High School, in particular, is even more challenging than to the other schools due to its remote location. Located roughly 30 miles northwest of Baton Rouge, the community of Pointe Coupee Parish is small with just over 25,000 inhabitants. The median household income is roughly [REDACTED] with nearly a quarter of the population below the poverty level. Though the population of the community is 70% white and the remaining African American, the student population at Pointe Coupee Central High is nearly 100% African American. Given these circumstances, attracting talented educators to Pointe Coupee has been a particular struggle for ABR. As such, the Consortium will give priority to Pointe Coupee Central when using the recruitment incentives [CPP 5]

Consortium: High-Need Schools Have Difficulty Retaining Effective Teachers and Principals

Coupled with the difficulty of recruiting teachers to the Consortium’s high need schools is the challenge of retaining the most effective teachers and principals. One of the indicators which contributed to ABR taking responsibility for the Consortium schools was the high teacher

⁵ <http://www2.ed.gov/about/offices/list/oep/pol/tsa.html#list>

turnover rate that each school was experiencing. Although turnover data is not currently available, during the 2009-10 school year, the percent of first year teachers in the schools ranged from 10% to a high of 80%. The percent of first year teachers is often used as a proxy for teacher turnover. With faculties of less than 30 teachers, these percentages are significant.

	Glenn Oaks Middle School	Prescott Middle School	Pointe Coupee Central High School	Dalton Elementary School	Lanier Elementary School
Number of Teachers	25	21	29	26	20
% 1 st Year Teachers	32%	10%	25%	30%	80%

Consortium: High-Need Schools Have Lower Student Achievement than Comparable Schools in East Baton Rouge Parish and Pointe Coupee Parish

The five Consortium high-need schools demonstrate worse or just as poor performance on state tests as comparison schools in their former districts as illustrated below. Prior to becoming charters under the auspices of ABR, four of the Consortium schools were part of East Baton Rouge Parish (Glen Oaks, Prescott, Dalton and Lanier) and one school was part of Pointe Coupee Parish (Pointe Coupee Central High). Our proposed comparison schools come from East Baton Rouge Parish (EBR) and Pointe Coupee Parish (PCP) and are closely matched to the proposed grant sites on required key characteristics, such as the size of the student population, grade levels, and poverty levels. Additionally the selection criteria for comparable sites included percent minority students and geographic proximity to Consortium schools in consideration of these factors' importance in defining each school's context. The following table contains the

demographics of proposed Consortium schools and comparison schools⁶:

2009-10 Demographics of ABR Schools (in italics) and Comparison Schools

District	School	Grade levels	# Students	% Poverty	% Minority	% Limited English proficient
ABR	<i>Dalton Elementary</i>	<i>PK-5</i>	365	96.7%	99.2%	0.0%
EBR	Claiborne Elem	PK-5	371	97.0%	99.7%	0.0%
ABR	<i>Glen Oaks Middle</i>	<i>6-8</i>	308	84.7%	99.4%	0.0%
EBR	Capitol Middle	6-8	566	93.6%	99.1%	0.0%
ABR	<i>Lanier Elementary</i>	<i>PK-5</i>	293	92.8%	99.7%	0.0%
EBR	Crestworth Elementary	PK-5	340	98.5%	100%	0.0%
ABR	<i>Pointe Coupee Central</i>	<i>6-12</i>	385	88.8%	99.7%	0.3%
PCP	Livonia High	7-12	607	62.6%	48.6%	0.3%
ABR	<i>Prescott Middle</i>	<i>6-8</i>	279	95.7%	98.6%	0.0%
EBR	Capitol Middle School	6-8	566	93.6%	99.1%	0.0%

The Consortium schools had higher rates of *below proficiency* for all students, economically disadvantaged students, and black students in both the LEAP⁷ Math and English Language Arts state assessments used for NCLB. The high need of the proposed grant sites is substantiated by low achievement on the iLEAP state assessment as well as the FRPL status indicated earlier [HN]. The Consortium schools underperformed or had equivalent rates of below proficiency at almost every grade level and on nearly every subject iLEAP assessment as the comparison schools. The students in the Consortium schools are nearly all African American; as a result, there is too few White and Hispanic students to draw conclusions about comparative performance as those subgroups may be reported as 100% below proficient or 0% below proficient on the basis of one or two students.

The following table displays a summary of the Consortium's state School Performance Score

⁶ One of the comparison schools, Capitol Middle School, is used twice due to its similarity in grade level configuration, and demographic composition as well as its geographic proximity to both Glen Oaks Middle and Prescott Middle School. No other schools in East Baton Rouge Parish are as close a match on the key dimensions identified.

⁷ State assessments in Louisiana include the LEAP and the iLEAP.

(SPS) compared to the similar schools. These data clearly demonstrate that the Consortiums schools perform at lower levels than the comparable sites. A more detailed table with test results by subject and grade is in –Other Attachments.”

District	School	SPS
<i>ABR</i>	<i>Dalton Elementary</i>	<i>55.9</i>
East Baton Rouge Parish	Claiborne Elementary	60.3
<i>ABR</i>	<i>Glen Oaks Middle</i>	<i>49</i>
East Baton Rouge Parish	Capitol Middle	55.5
<i>ABR</i>	<i>Lanier Elementary</i>	<i>59.9</i>
East Baton Rouge Parish	Crestworth Elementary	82.7
<i>ABR</i>	<i>Pointe Coupee Central High</i>	<i>54</i>
Pointe Coupee Parish	Livonia High	80.6
<i>ABR</i>	<i>Prescott Middle</i>	<i>38.3</i>
East Baton Rouge Parish	Capitol Middle School	55.5

Selection Criterion B: Project Design

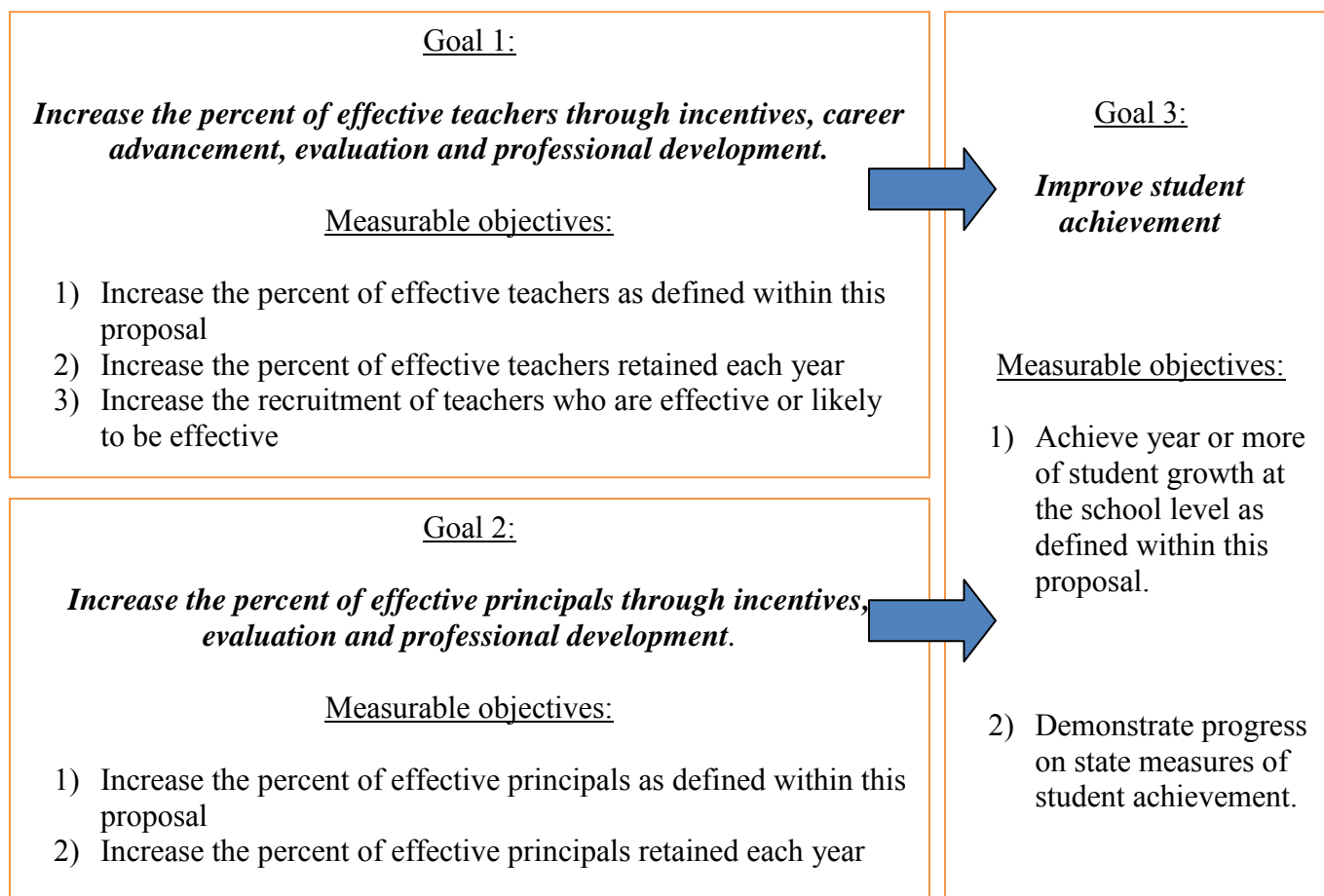
Overview

Through this TIF project, the Consortium will successfully implement TAP to improve educator effectiveness and student achievement. The grant will allow schools to hire an additional master teacher at each site in order to meet NIET recommended ratios, support master and mentor salary augmentations for additional leadership roles and responsibilities, provide extensive professional development to support the instructional and leadership growth of educators, establish a fair, transparent evaluation system for teachers and principals using multiple measures of observation and student growth, and provide recruitment and retention incentives in these high-need schools. The grant will also provide the opportunity to develop support for the schools through a Consortium Executive Master Teacher and Data Specialist. In addition, a grant administrator along with NIET personnel will ensure that the TIF project is implemented with fidelity. Most importantly, the TIF grant will provide funding for a performance-based compensation system which will incentivize and motivate educators, as well

as attract and retain the most effective educators to the Consortium. Five schools will participate in the project in Years 1 and 2. In Year 3, ABR plans to add an additional school to their organization and this school will also be fully implementing TAP. As such, six schools are included in the project in Years 3, 4 and 5. In addition to the new school, enrollment is expected to increase in the existing schools at a pace of about 200 students per year.

Project Goals

Based on the previously stated Consortium needs, the full implementation of the TAP system will allow the Consortium to achieve the following goals in their high-need schools:



TAP™: The System for Teacher and Student Advancement

“Improving teacher quality to deliver effective instruction daily is a critical need in our Consortium schools. TAP will provide a structure to implement job embedded professional development, a fair and understandable evaluation system, opportunities for career advancement and incentives for the most effective teachers and principals.”

Anna Faye Caminita, ABR Chief Academic Officer

The Consortium selected the TAP system, developed by the Milken Family Foundation and first implemented in the 2000-2001 school year, as the basis for its strategy for rewarding effective educators in its high-need schools. TAP is now operated by NIET and is a proven reform model that creates differentiated compensation for teachers and principals, opportunities for career advancement, job embedded professional growth, and fair and rigorous teacher and principal evaluation [AP1, AP3]. The Consortium chose TAP because it has achieved consistent student academic achievement growth in high-need schools over multiple years while increasing the retention of effective teachers and reducing the retention of ineffective teachers (Daley & Kim, 2010). Further, as shown in the TAP research summary (NIET, 2010), TAP is a sustainable and scalable reform. NIET has achieved these results by successfully working with district and state partners to build their own capacity and infrastructure supporting TAP over the long term.

TAP is unique in its 10-year record of successfully building buy-in and commitment among each school's faculty for this challenging reform. NIET recommends a minimum 75% approval vote of the teaching staff prior to implementation and strong support of the school administrative leadership. In the Consortium schools, the average teacher vote in support of the TAP system was 93%. Involving teachers and principals in developing and sustaining this reform creates broad and deep stakeholder support. Though the Consortium schools are not unionized, it is important to note that TAP has union support at the local and national level. The American Federation of Teachers (AFT) has supported TAP since its inception and local chapters of both the AFT and National Education Association (NEA) are active participants in TAP. The

popularity of TAP with educators is due to its emphasis on aligning training, assessment and support for teachers with student achievement goals [AP 3; CE B].

Several key ABR leaders were involved in the implementation of TAP in other Louisiana schools before coming to Baton Rouge. The dramatic student achievement gains and growth in the effectiveness of teachers and principals in those schools made TAP a system they wanted to bring to the Consortium. The Consortium's successful implementation of TAP through this TIF grant will positively impact over 2,000 students and over 200 educators, and ensure that Consortium schools are able to increase the percentage of effective teachers and principals working with their high need student populations.

B(1): TAP is Part of the Consortium's Strategy for Rewarding Effective Teachers and Principals in High-Need Schools

TAP is the Foundation of the Consortium's Strategy for Increasing Educator Effectiveness

The implementation of the TAP system aligns to strategies for school reform at the Consortium as well as the state of Louisiana. The Consortium explored various reform options before choosing to adopt TAP. This decision was due to TAP's comprehensive approach, research results and consistency with other organizational goals and initiatives in serving high-need students. As discussed in the "Needs" section, the Consortium has difficulty recruiting and retaining effective teachers. Candidates choose to work in the neighboring traditional districts due to the newness of the ABR charters and the lack of familiarity with the non-unionized structure of a charter consortium. Teacher candidates are often concerned with issues such as tenure and retirement. TAP offers both monetary incentives and an improved collaborative working environment which the Consortium is confident will attract and retain the highest quality educators to the schools. TAP intentionally aligns systems for recruiting, promoting, supporting, evaluating and compensating teaching talent to enhance teacher and principal

effectiveness, as well as job satisfaction and collegiality which directly impact recruitment and retention of effective educators in high-need schools [AP 3; CPP 5].

According to leading education writer and policy expert Craig Jerald (2009), “The TAP design does not achieve alignment merely by including teacher evaluation and professional development along with teacher pay in the model, but rather by employing several explicit strategies that allow other school-wide practices to support and reinforce differentiated compensation, and vice versa.” While we will discuss the operational details of how TAP will be implemented in the Consortium schools throughout the “Project Design” section, the following key points provide an overview of how TAP ensures an integrated approach to strengthening teacher and principal effectiveness by aligning four essential elements (AP 3):

Performance-based compensation

will reward Consortium teachers and principals who demonstrate effectiveness through multiple measures, including student growth, with differentiated levels of bonuses [AP 1; CPP 4].



Multiple career paths⁸ will incentivize Consortium teachers to take on new leadership roles (mentor and master teacher) and additional responsibilities with corresponding growth in pay [AR]. In the Consortium schools, “career teachers” will be regular classroom teachers. Master and mentor teachers will be selected through a competitive, performance-based process. Master and mentor teachers will form a TAP Leadership Team (TLT), along with the principal, to

⁸ Further description of multiple career path positions is available in “Other Attachments.”

deliver school-based professional support and conduct classroom observations. The TAP master teacher role will be a completely new role in schools. Consortium master teachers will not be assigned to a specific classroom, but rather will be working as instructional leaders with teachers and students throughout the school by building teacher capacity and delivering high-quality instruction directly to the students. Consortium master and mentor teachers will earn salary augmentations of [REDACTED] and [REDACTED] respectively.

Instructionally focused accountability provides an evaluation structure that is rigorous, transparent, and fair. In KCS, teachers and principals will be evaluated using multiple measures, including student growth and multiple observations by trained evaluators [AP 1, CE C].

Ongoing applied professional growth will be continuous, job-embedded professional development that takes place during the regular school day in weekly “cluster groups” (explained in B(5)). Professional development in the Consortium will focus on specific student, teacher and principal needs. As part of TAP’s professional development, Consortium educators will be trained in how to understand, analyze and use data from the multiple measures in evaluations to improve their practice [CE E]. These data are will also be used by the TLT to drive professional development goals [AP 3].

TAP Aligns to Consortium and State Strategies

The integrated and comprehensive structure of the TAP system aligns to the Consortium’s priorities and policies. This alignment will help ensure the sustainability of the TIF project in the Consortium during and after the end of the TIF project period [AP 2]. The TAP system is also consistent with Louisiana’s efforts to improve teacher quality and increase student achievement growth. Over 45 schools in Louisiana are implementing TAP (with nearly the same number expected to join in 2010-11) and the state has developed an infrastructure of support that is based

in the state Department of Education. The Consortium schools will work collaboratively with the state TAP leadership to best implement the reform system. The implementation of TAP is also aligned to Louisiana's statewide human capital strategy. The goal is to dramatically increase student achievement by ensuring that every child is taught by an effective teacher and every teacher is supported by an effective principal. The essential role that educators play in improving education outcomes for children is outlined in the *Louisiana Education Reform Plan*, the state's blueprint for advancing reform statewide. These priorities are also included in the Louisiana Race to the Top (R2T) application, filed June 1, 2010.

Further alignment between TAP and Consortium strategies is illustrated by this proposal's approach to Competitive Preference Priority 5. As discussed in the "Needs" section, the Consortium has difficulty recruiting and retaining effective teachers, especially in hard-to-staff subjects. As part of its strategy, the Consortium will use TAP's system of incentives and an improved working environment in order to help recruit and retain effective teachers to fill these hard-to-staff subjects and in serving its high-need students. As noted, there is a particularly urgent need for these incentives at Pointe Coupee Central High School given the extreme challenges the school faces in attracting and retaining the most talented educators. The recruitment incentives, in particular the housing and relocation incentives will be higher and targeted at attracting the most effective or likely to be effective teachers to Pointe Coupee Central due to its extreme need. Tuition reimbursements will be used to incentivize Consortium teachers to improve their skills and add credits to their certification. As will be described in greater detail in B1(iii), differentiated retention bonuses will be provided to Consortium educators to encourage the most talented to remain [CPP 5].

*Incentive Pool*⁹

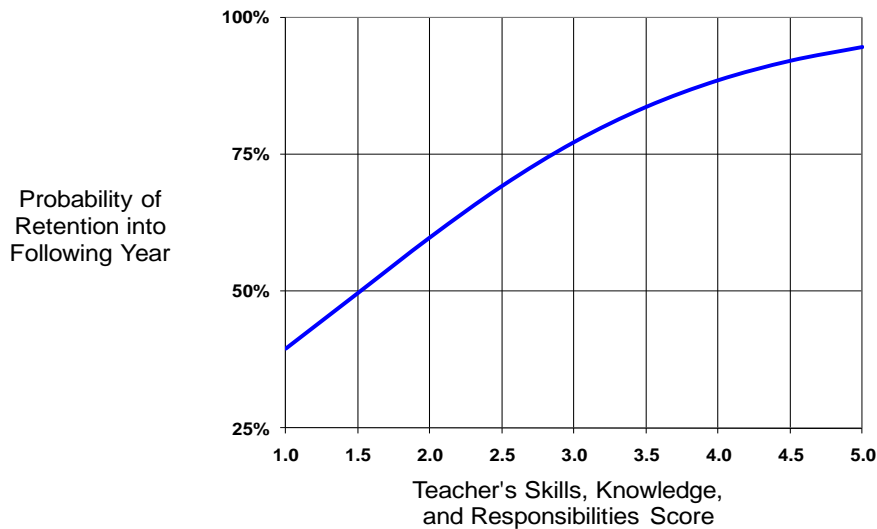
	#	#	Amnt	YR 1	YR 2	YR 3	YR 4	YR 5
Housing	10	5	██████	██████	██████	██████	██████	\$0
Recruitment	15	10	██████	██████	██████	██████	██████	\$0
Tuition Reimbursement	50	25	██████	██████	██████	██████	██████	\$0
Relocation	15	10	██████	██████	██████	██████	██████	\$0
Retention			██████	██████	██████	██████	██████	██████

In order to communicate to potential candidates and existing teachers which subjects are hardest-to-staff, the Consortium will include a list of these subjects prominently on the ABR and individual school's web sites. The Consortium will also widely publicize open jobs. Job postings will indicate if the available position is hard-to-staff, and highlight the potential incentives available for these positions.

In addition to offering a more competitive salary and incentives, TAP's multiple career paths, ongoing professional development, and rigorous evaluations will create a collaborative and professional work environment where all educators work toward the same goals of increasing their effectiveness, and ultimately, improving student achievement. This improvement in the working environment, coupled with potential performance-based compensation, will promote the Consortium's strategy of using multiple incentives to recruit and retain more effective teachers. NIET has examined the relationship between teacher quality and retention and has found that for each point higher that a teacher's evaluation score is in one year, the teacher's likelihood of remaining in a TAP school the following year increases by 87%. TAP builds the capacity of teachers and then those who are most effective, stay in the classroom.

⁹ More detail provided in Budget Narrative. Retention determined by number of teachers, principals, and ABR leadership each year.

Relationship between Teacher Ratings and Retention



Throughout the remainder of the “Project Design” section, we will demonstrate that the Consortium will have in place each of the five core elements required under the TIF grant.

B1(i): Methodology to Determine Teacher and Principal Effectiveness in Consortium

Method of Measuring Teacher Effectiveness

TAP teacher effectiveness is based on multiple measures including classroom and school wide student growth, and three or more classroom observations each year which include artifacts such as review of individual teacher growth plans and a responsibilities survey.

Student growth measures

Meeting the requirement of Competitive Preference Priority 4, teacher effectiveness will depend in significant part (50%) on student growth measures. The Consortium will use a “value added” model to measure the contributions of teachers and schools to student achievement during a school year. This method requires matching each student’s test scores to his or her own previous scores in order to measure the student’s progress during the year—not merely the student’s attainment at the end of the year. The raw student gain is converted into a 5-point

–value added score” with the following meaning:

1=	Much more than a year’s growth
2=	More than a year’s growth
3=	One year’s growth
4=	Less than a year’s growth
5=	Much less than a year’s growth ¹⁰

Value added will enable the Consortium to determine how much the school and teachers have contributed to student learning compared to other schools and teachers with similar students.

The Consortium will measure student growth at both the classroom and school levels. The teacher’s individual classroom score is the average gain of the students assigned to a teacher. To receive a classroom-level value-added score, a teacher must teach in a tested grade and subject and have at least 10 students with linked¹¹ prior- and current-year testing data. Measuring classroom gains where possible enables the Consortium to compare a teacher’s student achievement growth with her classroom observation scores, a critical aspect of ensuring that the observation system is valid and reliable. It also provides teachers with the data to more fully understand how improvements in their instruction translate to student achievement gains.

School-wide achievement growth is an important measure of teacher effectiveness and a key part of TAP’s PBCS for two critical reasons. First, not all teachers have enough students in tested grades and subjects with linkable prior test data to calculate individual classroom results, yet we want student achievement to be a significant part of measuring all teachers’ effectiveness.

Second, theory, research and 10 years of experience in TAP schools indicate that school-wide performance awards promote professional collaboration, staff collegiality and alignment of

¹⁰ In statistical terms, a 5 is significantly higher than average at about the 95% confidence level, a 4 is significantly higher than average at about the 70% confidence level, a 3 is indistinguishable from the average, a 2 is significantly lower than average at about the 70% confidence level and a 1 is significantly lower than average at about the 95% confidence level.

¹¹ In order to have –linked” testing data, each student must have test scores from previous years that can be identified with that specific student and with the specific teacher or teachers assigned to that student during each school year.

organizational resources with instructional goals. The school-wide score is a composite of all the tested grades and subjects in the school. As with the classroom value-added score, each student in the calculation must have at least two consecutive years of linkable test results, so the initial grade in which tests are administered cannot be included in the score.

Multiple observation-based assessments per year

Consortium teachers will be evaluated by members of the TAP Leadership Team (principal, assistant principal(s), master and mentor teachers) three or more times a year in announced and unannounced classroom observations using the Skills and Knowledge rubric from the *TAP Skills, Knowledge and Responsibilities Performance Standards* (–Other Attachments”). The standards establish a 19-indicator, research-based observation rubric of effective teaching, spanning the sub-categories of instruction, designing and planning instruction, and the learning environment. The rubric offers a content-neutral, objective means to evaluate teacher effectiveness. Evaluators use a five-point scale¹² in which a score of 1 indicates unsatisfactory performance and a score of 5 indicates exemplary performance on a particular indicator. Artifacts such as teacher lesson plans and assessments along with student work are also appraised as part of the classroom evaluations.

Leadership performance standards are also established for master, mentor and career teachers. These performance standards are measured using a responsibilities survey that takes into account the different responsibilities and leadership roles [AP 1]. The responsibilities survey is completed at the end of each school year by at least two colleagues of the evaluated teacher and results are included as a percentage of the evaluation or SKR score. Teacher effectiveness is

¹² The TAP teacher evaluation rubric uses a five-point Likert scale that provides a definition of the anchors at the endpoints (1 and 5) and the midpoint (3). The unanchored points (2 and 4) reflect performance that has taken place between the defined anchors.

partially determined by this SKR score.

Measures of teacher effectiveness are valid and reliable.

The Consortium will contract with a reputable, established vendor to calculate value-added scores at the individual classroom and school-wide levels for this grant project. The use of value-added measures is consistent with the efforts at the state level in Louisiana where they are moving toward a state-wide system of value-added. These efforts are still in the pilot stages, but it is expected that by the end of the TIF grant term, the Consortium schools will be able to utilize the value-added system established by the state.

The SKR score has been shown to be valid and reliable based on several indicators. First, the *TAP Skills, Knowledge and Responsibilities Performance Standards* were developed based on education psychology and cognitive science research focused on learning and instruction, and an extensive review of publications from national and state teacher standards organizations.¹³ This extensive research base validates the SKR score.

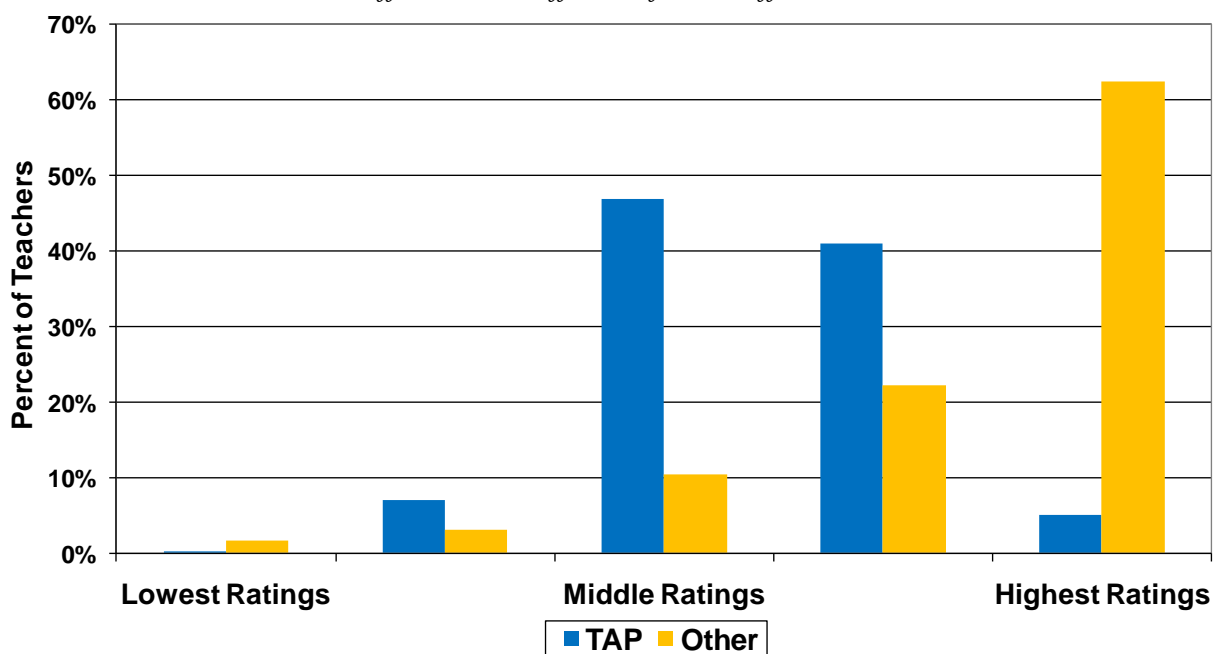
The *TAP Skills, Knowledge and Responsibilities Performance Standards* also set high expectations for effective teaching because they identify a range of proficiency on various indicators. A teacher is not expected to receive a score of 5 on every indicator during an evaluation. Rather, there is some variation on each indicator and as a result, a wide distribution of individual teacher performance ratings in TAP schools. This provides a more accurate representation of the spectrum of effectiveness in teachers' instruction. For example, during the 2007–2008 school year, *averaged* SKR scores ranged from 1 to 4.95, with a median score of 3.57. A recent report by The New Teacher Project¹⁴ found that in many school districts, traditional teachers are typically given the highest evaluation ratings despite low levels of

¹³ See Daley & Kim (2010) for a complete review of relevant studies.

¹⁴ Weisberg et al (2009).

student achievement (note: no TAP schools were included in this study). This disconnect suggests that traditional teacher evaluation systems are not capturing differences in teacher effectiveness. In contrast, the TAP evaluation structure provides this differentiation as evidenced in the following chart:

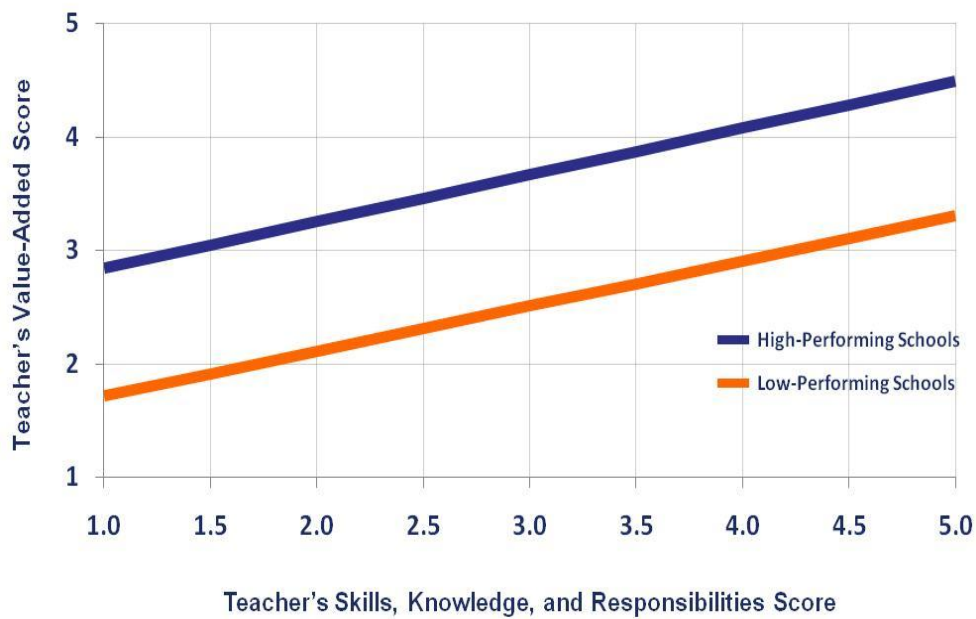
TAP's Evaluation Structure Differentiates Effective from Ineffective Teachers¹⁵



Finally, the SKR score is highly correlated with student achievement growth. As seen in the following graph, higher SKR scores for TAP teachers during the school year are associated with higher value-added scores for their students at the end of the year. The relationship between teacher SKR scores and student achievement growth holds true regardless of the school's overall level of performance. This provides an important validation of the TAP teacher evaluation system, its measures, and its link to improvements in student achievement.

¹⁵ Data for five districts from Weisberg et al (2009).

Teachers with High Classroom Observation Scores Demonstrate High Value Added¹⁶



How Does TAP Ensure Accuracy and Consistency of Evaluations?

To ensure the fairness and consistency of evaluations, all evaluation data are entered into a comprehensive online data management system that was developed for TAP teacher and principal evaluation data. This system, the Comprehensive Online Data Entry (CODE) system allows TAP Leadership Teams to monitor inter-rater reliability of evaluators and scoring inflation or deflation, and will flag cases where there appear to be discrepancies in teachers' assigned evaluation scores [CE D; CE E].

Method of Measuring of Principal Effectiveness

Principal effectiveness in the Consortium will be based in significant part on student growth on scores on a 360-degree assessment of principal effectiveness that allows for multiple inputs on the effectiveness of a school leader and on scores of a TAP, and on the TAP Leadership Team

¹⁶ Using data for 1,780 TAP teachers in 10 states for school years 2006-07 and 2007-08.

(TLT) observation rubric. Teachers and supervisors complete an evidence-based assessment of the principal's performance, while the principal also completes a self-reflection on him/herself.

Student growth measures

In the Consortium, a significant portion of principal effectiveness will depend on student growth as measured by school-wide value-added scores. See the "Measures of Teacher Effectiveness" section above for a discussion of school-wide value added.

Multiple observation-based assessments per year

The Consortium has been using VAL-ED, an established 360-degree assessment instrument developed by researchers at Vanderbilt University, which measures the effectiveness of a principal's key leadership behaviors that influence teacher performance and student learning using a multi-rater, evidence-based approach. At the end of the school year, teachers, the principal and the principal's supervisor(s) are asked to make an effectiveness rating for each of 72 leadership behaviors based on evidence from their multiple interactions during the current school year. This provides multiple perspectives from multiple evaluators to be incorporated in the assessment of principal effectiveness. Behaviors are broken down into "core components" and "key processes."¹⁷ Individuals may only score items for which they can provide at least one form of specific evidence, one of which is "personal observation." For purposes of this grant, the Consortium will ensure that evidence for each principal is based on at least two personal observations of the principal during the school year. The total score is interpreted against a national representative sample, resulting in a percentile rank on a 1 to 5 scale. In its first year of using VAL-ED the Consortium has found that the instrument yields valuable norm-referenced and criterion-reference scores of learning-centered leadership.

¹⁷ See "Other Attachments" for core components and key processes

Principals will also be observed two or more times a year during the TAP Leadership Team (TLT) meetings. TLT meetings are weekly and drive the implementation of the TAP, helping to ensure a strong degree of fidelity to all elements of TAP. One of the principal's main responsibilities is to facilitate the meeting as the instructional leader in the school. Using the TLT Observation Rubric, principals will be observed by ABR TAP leaders. The TLT Observation Rubric (~~Other Attachments~~) is a coaching tool and instrument to measure effective leadership. The rubric is comprised of four specific components: *Leadership Team Planning; Leader as Facilitator; Member Participation/ Preparation; and Leadership Team/TAP Connection*. Scoring on the rubric ranges from 1 to 5. At the end of the year, the scores are averaged to produce a final score.

Measures of principal effectiveness are valid and reliable.

See ~~Measures of teacher effectiveness are valid and reliable~~ for an explanation of the validity and reliability of value-added calculations.

VAL-ED was developed and tested to provide reliable and valid assessment of a principal's effectiveness in key areas of instructional leadership. These areas are aligned to national standards developed by the Interstate School Leaders Licensure Consortium (ISLLC). It is a multi-rater assessment completed by the principal, the principal's supervisor and all teachers in the school. The chosen instrument's validity and reliability were confirmed through a multi-stage development process including review by district and school leaders, pilot testing in schools and field-testing with empirical study and expert review.

The TLT Observation Rubric measures principal effectiveness based on a participatory, action research approach to addressing the four main areas of TAP implementation: data analysis, cluster implementation, growth plans and the evaluation process. Because the typical

principal's working day is consumed by managerial tasks having little or no direct bearing on the improvement of instruction, a single administrator cannot fill all of the leadership roles in a school without substantial participation by other educators (Elmore, 2000; Olson, 2000; Spillane, Halverson, & Diamond, 2001). The TLT rubric, which is aligned with professional leadership standards, measures the principal as a facilitator, sharing leadership and engaging other members [AP 1; CE C]. The constant analysis and cyclical nature of the TLT rubric aligns to the action research approach which seeks to create knowledge, propose and implement change, and improve practice and performance (Stringer, 1996). Kemmis and McTaggart (1988) suggest that the fundamental components of action research include the following: (1) developing a plan for improvement, (2) implementing the plan, (3) observing and documenting the effects of the plan, and (4) reflecting on the effects of the plan for further planning and informed action. New knowledge gained results in changes in practice (see also, Fullan, 2000).

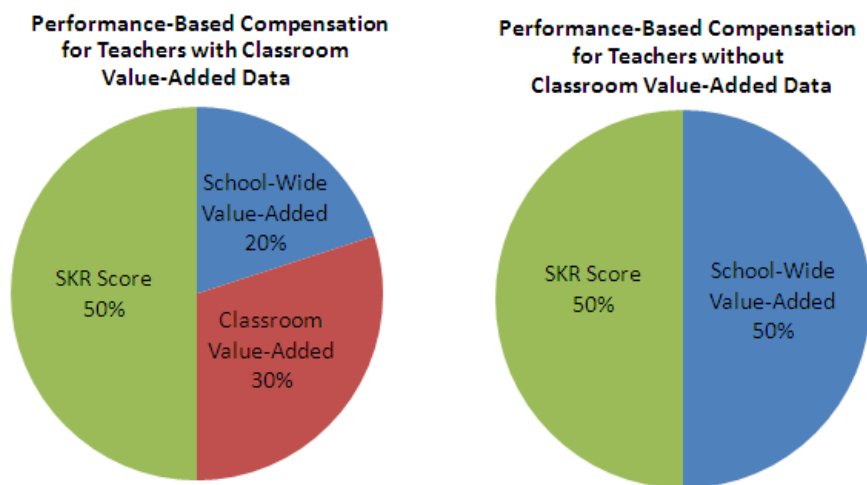
B1(ii): Performance Awards are of Sufficient Size to Affect Teacher and Principal Behavior and Recruitment and Retention Decisions

[This section also fulfills Absolute Priority 1.]

Structure of Performance-based Compensation in TAP

Performance-based compensation for teachers. Teachers earn performance-based compensation based on the evaluation measures discussed in B1(i). As noted earlier in this proposal, the Consortium will put \$2,500 per teacher into a performance award fund each year. Teacher performance awards will be based on the weights illustrated in the pie chart above: 50 percent for the average teacher evaluation score, 30 percent for individual classroom achievement growth and 20 percent for school-wide achievement growth. In the event that the individual classroom

achievement portion is not applicable due to a teacher teaching an untested grade or subject, the teacher's 30 percent for classroom gains will be shifted to school achievement gains.



Each year, Consortium teachers must meet a minimum performance level to qualify for each portion of performance-based compensation. For example, a Consortium teacher could earn a partial payout for meeting one of the measures, but not the other two. Teachers must score 3 or higher to qualify for either value-added portion of performance pay. Minimum SKR scores are different depending on teacher role, reflecting the different responsibilities and leadership roles for career, mentor, and master teachers. Career teachers must have an average score of 2.5 or higher, mentor teachers 3.5 or higher, and master teachers 4 or higher to qualify for the “SKR” portion of the performance-based compensation. This performance-based compensation structure ensures differentiation in incentives based on teacher effectiveness [AP 1]. Within each measure, teachers receive a larger award as their score increases.

Principal performance based compensation. Principals earn performance-based compensation based on their measures of effectiveness: school-wide value-added, scores on VAL-ED and scores on their TLT leadership assessment. The Consortium will put \$10,000 per principal and \$5,000 per assistant principal into an award fund each year. At the end of the year, principals

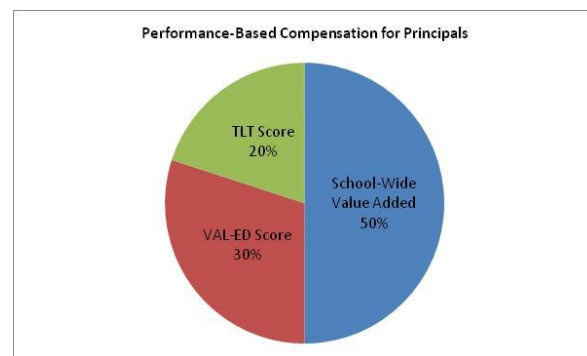
must meet a minimum performance level for each measure of effectiveness to qualify for a portion of performance-based compensation. Performance awards for principals and assistant principals will be based 50% on the school-wide value added score, 30% on VAL-ED and 20% on the TLT assessment score. The Consortium may also decide to include other measures of principal leadership in the compensation formula as they progress with TAP implementation. As is the case for teachers, principals could earn a partial payout for meeting proficient levels on one or more measures. This performance-based compensation structure ensures differentiation in the incentive based on principal effectiveness and identifies a continuum of effectiveness [AP 1].

Performance Awards are of Sufficient Size to Affect Teacher and Principal Behavior

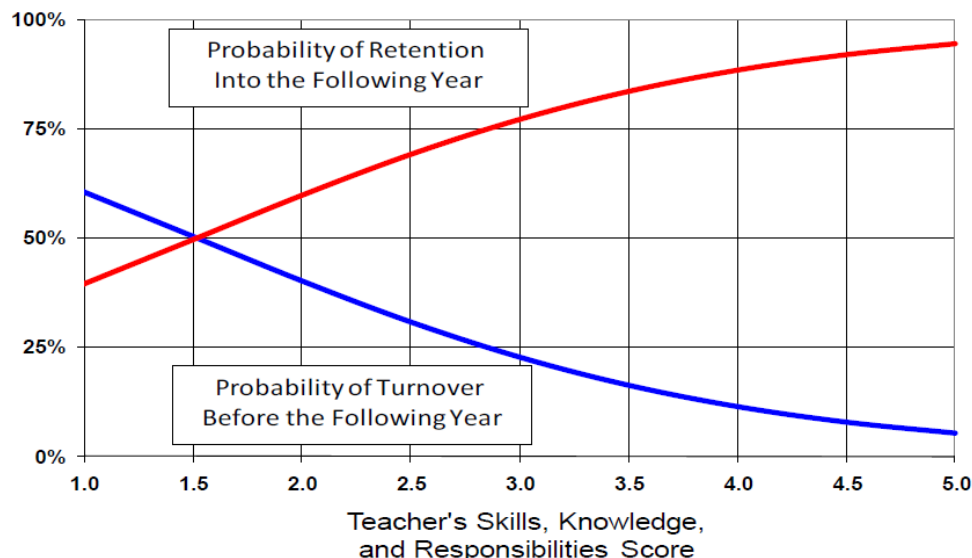
TAP has substantial experience in effectively structuring and presenting performance incentives to influence behavior. Many people assume that teachers and principals will simply change their behaviors if offered large enough incentives. Research has shown that characteristics other than award size, such as how the

incentives are structured and communicated to the recipients, can also affect teacher and principal behavior and student outcomes (Bonner, 2002; Heneman, 1998; Taylor et al., 2009). In TAP, the size and structure of incentives are sufficient to change recruitment and retention behavior in

high-need schools. They also motivate more effective teaching and leadership practices toward the overarching goal of improving student achievement [AP1]. This chart shows that the more effective a teacher is (those with correspondingly higher performance compensation) the more likely they are to remain in the school. And the reverse is also true, that the more ineffective a teacher is (those with corresponding lower or no performance compensation) the less likely they



are to remain.



NIET and the Consortium have based the incentives in this project on research which indicates that bonuses of roughly 5% of salary are significant enough to incentivize teachers and change their behaviors. Odden & Wallace (2007) recommend a range of 4-8% of base pay for performance bonuses in education; while a study of a performance incentives program in North Carolina found improvements in student achievement associated with award sizes as small as \$1,500 (Vigdor, 2009). Lavy (2002) found positive gains in student achievement resulting from a bonus plan offering up to 3% of base pay; however based on NIET's experience, as well as the needs of the Consortium, this amount is not significant enough for the proposed TIF project. Median bonus in a survey of 661 private sector plans was 5% of base pay, and bonuses much below that were perceived as less successful by the private sector companies using them (McAdams & Hawk, 1994).

Size of Award: The Consortium supports the level of incentive indicated in this proposal based on the economic conditions of the community. Based on the substantial track record of NIET, the research on bonuses, and the Consortium's input, allocating performance incentives

that are 5% of base pay is high enough to change behavior in the context of the TAP system of comprehensive reform [AP 1]. As noted above, the Consortium will create a fund for performance bonuses by putting in \$2,500 per teacher. Depending upon performance, actual bonuses will range from zero to about \$5,000 for teachers, representing up to 10% of average base pay for the most effective teachers.

In addition to the performance awards, TAP offers substantial augmentations for additional roles and responsibilities [AR]. Stipends for mentor teachers will be \$3,000 and for master teachers \$7,500, bringing the total performance based compensation opportunity for mentors and master teachers to about 20% of average mentor and master salaries.

Structure of award. TAP uses multiple measures and a mixed model of group and individual incentives to achieve the behavioral changes necessary to recruit and retain effective teachers and to increase buy-in, collaboration, and collegiality in TAP schools.

Classroom student growth measures are an important part of measuring teacher performance since they are more closely linked with individual teacher performance. Teachers can analyze the link between their students' achievement growth and their own instructional skills, with the help of the leadership team. This helps teachers to better understand specifically how to change their own practice to increase their students' achievement.

Teacher Effectiveness and Tenure

Because teachers and principals in the Consortium are given annual Offer Letters, tenure is not a relevant issue within the schools. However, principals will integrate teacher effectiveness data in the decision to offer a letters of employment [AP 3]. Similarly, ABR leadership will utilize the principal effectiveness data in decisions to offer letters of employment to the school principals [AP 3]. Retention bonuses will be based on the evaluation of the professional

performance of individuals. This may include: attendance, promptness to work and overall professionalism. Teachers, principals and ABR administrators will be rated on a cumulative scale of 1-5 with 1 being unacceptable and 5 being exemplary. Retention bonuses will be based on this continuum for those who also receive Offer Letters [CPP 5]

B1(iii): How Teachers and Principals Are Determined –Effective”

Teacher Effectiveness

TAP uses the same measures and minimum performance levels to determine teacher effectiveness as we used to determine eligibility for performance-based compensation. We define “effective” teachers as those who qualify for **any portion** of the performance award fund. This means that effective teachers are those who meet or exceed the performance level on the SKR score, **or** have students who meet or exceed a year’s growth in student achievement, **or** are part of a school that meets or exceeds a year’s growth in student achievement [CPP 4]. Using these multiple measures allows schools to differentiate teachers along a continuum of effectiveness. Teachers who earn scores of 5 within each measure are more effective than those who earn lower scores within each measure; these higher scoring teachers correspondingly earn more performance-based compensation. This compensation structure allows for the Consortium to reward teachers at differentiated levels [AP 1; CPP 4].

Effective Teachers Must Meet Performance Level on at Least One Indicator

	Student Growth Requirement		Observations Requirement
Tool	School-wide value added (VA) ¹⁸	Classroom (when available)	19-indicator observation rubric (Skills and Knowledge); Responsibilities survey
Outcome	1-5 score on VA	1-5 score on VA	1-5 on Skills, Knowledge and

¹⁸ A recent study shows that a teacher's performance improves when he or she has more effective colleagues in the same school. In fact, low-performing teachers show the most improvement as a result of such teacher-peer effects, and previous teacher-peer effectiveness accounts for about 20 percent of a teacher's current-year value-added performance (Jackson and Bruegmann, 2009).

measure	scale	scale	Responsibilities (SKR) score
Effectiveness performance level	3 or higher on school-wide	3 or higher on classroom	Average SKR score: <ul style="list-style-type: none"> • Career: 2.5 or higher • Mentor: 3.5 or higher • Master: 4.0 or higher

Principal Effectiveness

As with teachers, an “effective” principal is one who qualifies for **any portion** of the performance award fund using the same multiple measures and minimum performance levels to determine principal effectiveness as are used to determine eligibility for performance compensation. Principals receive performance awards for effectiveness if they lead schools that demonstrate at least one year’s value-added student achievement growth, **or** meet or exceed proficiency on an aggregated observational instrument requiring two or more observations, **or** meet or exceed proficiency on a comprehensive principal evaluation instrument [CPP 4].

Performance pay will be on a continuum where the most effective principals will earn more than those who are less effective. Principals in TAP schools serve as the instructional leader; however, they are supported through a distributed leadership model by the master and mentor teachers. As such, it is important to include these multiple measures reflecting instructional impact, leadership skills and the ability to raise a high-need school to academic success.

Effective Principals Must Meet Performance Level on at Least One Indicator

	Student Growth Requirement	2+ Observations Requirement	Additional Measure Requirement
Tool	School-wide value added (VA)	TLT Observation Rubric	360- degree assessment
Outcome measure	1-5 score on VA scale	1-5 score	1-5 score
Effectiveness performance level	Score of 3 or higher	Average score of 3 or higher	Average score of 3 or higher

B(2): PBCS Has the Involvement and Support of Teachers, Principals and Unions

This section will address both sub-criterion 2 of the selection criteria and Core Element B.

Involvement and Support of Teachers and Principals

The success of TAP in the Consortium schools will be built on a foundation of involvement and support from the teachers and principals who are implementing the reform, as well as all stakeholders involved. As charter schools, there is no union representation in the Consortium. Support for TAP implementation was overwhelming strong in all five schools [CE B].

Teacher Vote in Favor of TAP	
Lanier Elementary	96%
Pointe Coupee Central High	96%
Prescott Middle	95%
Dalton Elementary	90%
Glen Oaks Middle	86%

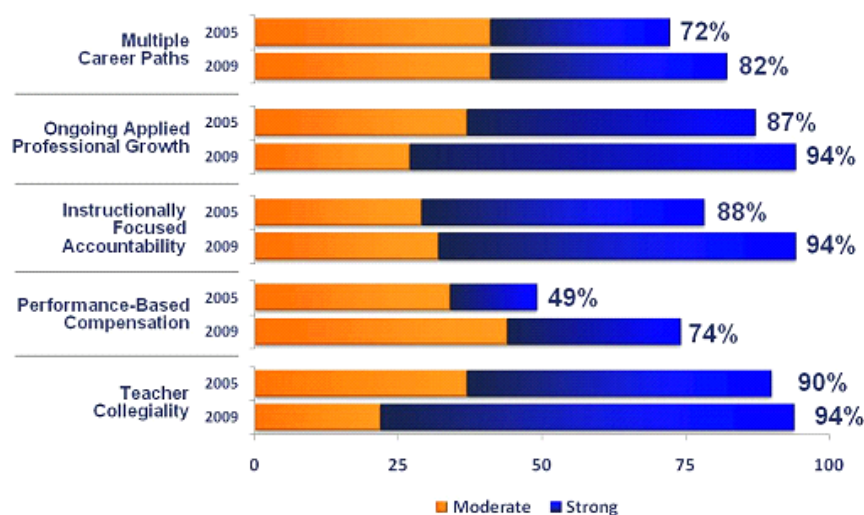
This is well above TAP's nationally recommended 75% threshold and provides a clear message that faculty strongly support the performance based compensation component of TAP, as well as the teacher accountability, professional development, career opportunities and other aspects of this TIF project. Further, all principals are strongly in support of TAP as indicated in the letters of support (see "Union, Teacher, Principal Letters," i.e., "Letters Attachment").

Before the votes occurred in the Consortium schools, there was extensive dialogue and discussion about TAP within the schools. Presentations were given at each school by state and NIET staff to provide details about the system and answer questions from staff. Teachers and administrators from each school made visits to other TAP schools in Louisiana, and teams of teachers and administrators attended the 2010 National TAP Conference. These experiences provided the opportunity for Consortium leaders to see TAP first-hand and ask questions of those already engaged in the reform system. This level of communication and teacher involvement

will continue throughout this project. As noted later, TAP's professional development structure allows for educators to be involved in shaping the focus of improvement and continued goals of the Consortium schools.

TAP enjoys high levels of teacher satisfaction in its existing schools due to the opportunities for teachers to actively participate in implementation. Information from teacher evaluations and classroom assessments of student work drive goal setting and professional development. This process gives teachers a strong voice in setting priorities. NIET administers an annual survey to monitor teachers' attitudes about the implementation of TAP at their school site. Nationally, educator *levels of support for the all elements of TAP are high and growing*, as shown in the following chart. The increase in teacher support from 2005 to 2009 shows that TAP effectively communicates with teachers and responds to their needs. Additionally, teacher satisfaction is demonstrated by very high levels of collegiality. In the 2009 annual survey, 94% of teacher respondents reported strong collegiality in their schools.

Teacher Support for TAP's Elements and Collegiality



Involvement and Support of Other Stakeholders

The ABR leadership team as well as the ABR Board of Directors is fully supportive of TAP implementation in the Consortium schools. Many of these leaders have worked in TAP schools or districts in the past, and are well aware of the positive outcomes experienced. Several ABR leadership team members attended the 2010 TAP Conference in Washington DC, and had attended TAP Conferences in the past. Letters of support are included in "Letters Attachment" from ABR Chief Executive Officer, Henry Shepard, and from ABR Board of Directors Chair, Jeff English. These letters are representative of the entire ABR management team and the full ABR Board of Directors. Finally, a Memorandum of Understanding has been signed by all key stakeholders including the ABR CEO, the ABR Board Chair, all five principals and the President of NIET ("Letters Attachment").

Communications Efforts

Communicating TAP to teachers, administrators and the community at large is a high priority within the Consortium schools. The Consortium leadership as well as ABR leadership understands the importance of ensuring that parents, business leaders, policy makers and potential donors are aware of the progress that the schools are making toward improving achievement for their students. Under the TIF grant, communications efforts will be focused in two key areas:

- 1) Internal Communications: Ensuring that teachers and administrators are fully informed about TAP, the PBCS included, and the TIF project [CE A].
- 2) External Communications: Ensuring the parents, community members, business leaders, other key stakeholders are fully informed about TAP and the progress of the TIF project [AP 2; CE B].

Internal Communications

As has been discussed, the Consortium provided extensive information to teachers and

administrators in preparation for the TAP vote. Communication, however, does not stop once TAP implementation is underway. To the contrary, TAP and the TIF activities will be regularly reviewed through leadership meetings, weekly cluster groups, and the professional development that is embedded within the school day. The TAP Skills, Knowledge and Responsibilities Performance Standards is a common language that all teachers and administrators in the Consortium schools will use as a basis for conversations about the TAP performance pay structure and how it aligns to career advancement, professional development and accountability [CE A]. A unique feature of TAP is that communication between all stakeholders in a school is fundamental to the system of reform.

Consortium teachers and administrators will also benefit from the national TAP opportunities where they will be able to network with others who are implementing the reform, as well as share the best practices that they are using in their schools. The annual National TAP Conference brings together teachers, administrators, state and local policy makers and business leaders to learn about TAP. The majority of the breakout sessions are led by current TAP teachers and administrators, which provides a unique opportunity for learning. Consortium teachers and administrators will have the opportunity to share their experiences as TAP progresses in their schools. Further, the TAP Summer Institute provides the opportunity for advanced training of TLT members. The TLTs of each school will join other TLT members to focus on specific needs and in-depth training on core elements of TAP.

Communication will also focus on ensuring that all Consortium educators fully understand the methods by which value-added scores are calculated. This is likely to be a new concept for Consortium educators, yet is an essential aspect of the determination of teacher and principal effectiveness. There will be a link on the ABR website that provides an explanation, as well as

workshops that will allow teachers and principals to better understand the process and ask questions if needed. Some of this information will also be accessible on the TAP Training Portal. A link to the Training Portal will be placed on the ABR website [CPP 4].

External Communication

Led by the ABR Chief Communications Officer and NIET's Senior Vice President, the Consortium has begun to develop a comprehensive strategy to ensure that the community at-large is aware of the TIF grant and the positive impact that TAP will have in the schools. This is particularly critical in building support among potential donors to assist in sustaining TAP beyond the TIF grant period. Another focus of external communication will be on the recruitment of the most effective teachers and principals to the Consortium schools. Given the struggle to attract educators to these high-need schools, the Consortium will develop a comprehensive plan for outreach and recruitment activities. These efforts will include, among other things, radio ads, community mailings, and participation in local and recruitment fairs.

Through this TIF grant, the Consortium will hire an external public relations company to assist in message development, production of materials and dissemination of materials to the community. The majority of community members are not aware that the Consortium schools are no longer part of their local school district and are under the management of ABR. With the TIF grant, there is an opportunity to educate the community of the changes in the Consortium schools and the new approach to teacher and principal effectiveness through TAP.

Communicating about TAP's goals to the community, and eventually the positive impacts of TAP, will be a high priority. The Consortium will hold a bi-annual Colloquium that will focus on the accomplishments of the schools and bring together key stakeholders to further develop support and ongoing commitment to the schools. The Colloquium may also provide the

opportunity for specialized training and workshops for Consortium educators. Thorough community mailings, online outreach, media coverage and community forums, the Consortium will share the progress they are making toward improving teacher and principal quality and improving student achievement.

B(3): PBCS Has Rigorous, Transparent and Fair Evaluations for Teachers and Principals

This sub-criterion also addresses Core Element C and Absolute Priority 1.

Since B(1) explained the evaluation measures in detail, this section will focus on the evaluation *process*, and how this process ensures that TAP's evaluations are rigorous, transparent and fair for both teachers and principals. As clearly defined in B(1), student growth constitutes a significant factor in teacher and principal evaluations [AP 1; CP 4;CE C)] In addition, observation-based assessments in the form of multiple classroom observations for teachers, and multiple VAL-ED assessments and TLT assessments for principal, are necessary elements to the comprehensive TAP evaluation system. As we will discuss at more length in B(5), evaluations and professional development in TAP are inextricably linked. Professional development supports teachers' and principals' understanding of the measures and helps them develop a plan for using the measures to improve their practice [AP 3, CPP 4; CE E]. The capacity to implement a rigorous evaluation system that is linked to professional development is made possible in TAP schools by master and mentor teachers, working with principals.

The Teacher Classroom Observation Process

The Consortium teachers will be observed in their classroom – announced and unannounced—by members of the TAP Leadership Team (principal, assistant principal(s), master and mentor teachers) three or more times a year (AP 1). To ensure the rigor of these observations, the TAP Leadership Team must undergo annual training and certification in the use

of TAP’s rigorous classroom evaluation standards. As noted earlier, the *TAP Skills, Knowledge and Responsibilities Performance Standards* establish a 19-indicator, research-based observation rubric of effective teaching, spanning the sub-categories of instruction, designing and planning instruction, and the learning environment. The rubric offers a content-neutral, objective means to evaluate teacher effectiveness [AP 1; CE C].

All Consortium teachers will be trained in the details of the rubric and will know the standards to which they will be held accountable before they are evaluated. This understanding of the Instructional Rubric is a key communications priority for the Consortium. Teachers also receive extensive feedback on their performance through post-conferences following the evaluation. The table below illustrates one of the instructional indicators on the rubric.

Example: Academic Feedback Indicator from the Instructional Portion of the TAP Rubric

Score	5	3	1
Academic Feedback	<ul style="list-style-type: none"> • Oral and written feedback is consistently academically focused, frequent and high-quality. • Feedback is frequently given during guided practice and homework review. • The teacher circulates to prompt student thinking, assesses each student’s progress and provide individual feedback. • Feedback from students is regularly used to monitor and adjust instruction. • Teacher engages students in giving specific and high-quality feedback to one another. 	<ul style="list-style-type: none"> • Oral and written feedback is mostly academically focused, frequent, and mostly high-quality. • Feedback is sometimes given during guided practice and homework review. • The teacher circulates during instructional activities to support engagement and monitor student work. • Feedback from students is sometimes used to monitor and adjust instruction. 	<ul style="list-style-type: none"> • The quality and timeliness of feedback is inconsistent. • Feedback is rarely given during guided practice and homework review. • The teacher circulates during instructional activities, but monitors mostly behavior. • Feedback from students is rarely used to monitor or adjust instruction.

TAP teacher evaluations produce more than just a score; before each announced visit,

teachers have a ~~pre~~-conference” session with their evaluator to discuss expectations and areas of focus. Then after all classroom observations, there is a ~~post~~-conference” session with the evaluator to discuss the findings. This cognitive coaching session offers Consortium teachers the opportunity to develop a plan for building on strengths and improving weaknesses [PD; CE E]. Evaluators must present evidence supporting the score they assigned to the teacher, further increasing the credibility, relevancy and transparency of the evaluation system.

The Principal Evaluation Process

In addition to school-wide achievement growth, the VAL-ED instrument and the TLT Observational Rubric will be used to evaluate principal effectiveness. VAL-ED’s evidenced-based assessment requires multiple evaluators to evaluate the principal based on observations collected throughout the school year. The TLT observation will be conducted at least twice a year by a supervisor. The TAP system of principal evaluation differentiates effective from ineffective principals. Using multiple measures, TAP is able to identify a range of effectiveness on various indicators, leading to more meaningful differentiation of principal effectiveness. Since the performance-based compensation formulas are so closely tied to these evaluation tools, TAP is able to provide differentiated compensation based on the varied levels of effectiveness.

B(4): PBCS Includes a Data-Management System

TAP’s program design includes a data management system (CODE) that fulfills the requirements of selection criteria B4 and Core Element D. The Consortium schools will manage their teacher observations and performance-based compensation calculations or ~~payouts~~”, using CODE which is used in most TAP sites nationally and is hosted by a third party sole-source provider. The system allows payout calculations to be managed automatically, and significantly reduces the resources required compared to managing the same calculations through

spreadsheets. Further, human error is minimized as data matching and calculations are automated. CODE will allow for data to be linked to existing human resource and payroll data in the Consortium. It will also allow for warehousing of data in order to do longitudinal analyses. CODE does not store personally identifiable student records and complies with the Family Educational Rights and Privacy Act along with applicable state and local privacy requirements.

The analysis tools in CODE will allow for the Consortium leadership to determine areas of growth and areas in need of improvement based on real-time classroom evaluation data. Further, the system also allows for the TLT to monitor inter-rater reliability among evaluators and avert score inflation. The generated reports enable data driven decision making in setting school goals and targeting professional development. Recruitment, employment status and retention data from the Consortium's HR systems will be imported into a specially-designed data management protocol. The protocol allows for matching teacher evaluation and value-added assessment data.

B(5): PBCS Incorporates High-Quality Professional Development Activities

This section will address both sub-criterion 5 selection criteria and the grant requirement for high-quality professional development [PD]. Ongoing job-embedded professional development designed to support teachers in increasing their skills and effectiveness is an essential element of the TAP system. Professional development in the Consortium schools will be provided by school-based expert master and mentor teachers, who have been hired through a rigorous selection process to take on additional responsibilities based on their records of improving student achievement and successful work with adult learners [AR].

The Consortium schools will structure their schedules to allow for professional development activities to take place during the school day. Every week, master and mentor teachers will lead career teachers in cluster groups, small professional development sessions focused on

instructional improvement for increasing student achievement. Principals will also be a part of cluster groups as both facilitators and learners. Cluster groups will be grade- or subject-specific and have 5-8 members. Professional development will extend into each classroom as master teachers will model lessons, observe instruction and support other teachers to improve their practice [AP 1; CPP 4; CE E]. Consortium educators will also be involved in professional development activities outside of the school site that are facilitated by state and national TAP staff, giving educators in TAP schools the opportunity to deepen their expertise through collaborative work with other TAP experts. The Consortium teachers and principals will benefit from the professional development activities provided through the state TAP support structure.

TAP Addresses the Professional Development Needs of Schools, Teachers and Principals

Professional development goals are based on: 1) the needs of students as identified through multiple assessments; 2) the needs of teachers as identified through classroom observations and student work; and 3) the needs of principals as identified through school wide performance and observations.

Teacher Needs

TLT Meetings: The Consortium's TAP Leadership Teams will analyze student and teacher observation data for persistent areas of weakness and these findings inform the topics for the weekly cluster meetings. For example, in schools with weak scores on reading comprehension, master teachers will select or create assessments to isolate specific sub-skills of that topic (e.g., making inferences) and identify strategies to target those skills.

Cluster Groups: Consortium master and mentor teachers will have group settings (cluster meetings) and individual opportunities (model teaching) to help teachers build their skills. Master and mentor teachers will use evaluation data (SKR score and value-added data) to

analyze areas for improvement across the faculty and for an individual teacher, and then address these areas of need in weekly cluster meetings [CE E].

Consortium master and mentor teachers will identify learning strategies to address specific student needs and then teach, or “field-test”, the strategies with students while systematically tracking progress in the targeted skill. This will allow them to model the strategy effectively for teachers. As stated by Craig Jerald (2009), “Importantly, the new instructional strategies introduced during cluster meetings are not just ‘best practices’ brought back from a conference, but rather carefully identified and adapted strategies that relate directly to the school’s improvement plan.” TAP teachers will also receive individualized support in their classrooms, for example, support with lesson planning, or a master or mentor teacher modeling the strategy in a teacher’s classroom. This is particularly relevant for teachers who are not meeting the criteria for effectiveness [CE E].

Principal Need

The outcomes of principal evaluations—incorporating school-wide achievement growth, VAL-ED assessment and TLT observation—will help the Consortium identify the needs of individual principals. Principals who are not deemed “effective” on the measures described earlier in this proposal will receive opportunities to improve through site-based professional development. This PD will include training specific to the areas noted for improvement through the evaluation instruments. Professional development will also be provided for principals through the national TAP Conferences, and the TAP Summer Institutes to strengthen their understanding of the elements of principal effectiveness, and consequently, improve their skills and raise student achievement [CE E]. Principals who have demonstrated ongoing effectiveness have the potential to leverage their skills by providing trainings to other principals at the TAP

Conferences and TAP Summer Institutes.

Additional Professional Development

In addition to weekly professional development, NIET or national TAP experts will provide ongoing technical assistance to the Consortium, which will improve the skills of principals, as well as master and mentor teachers to support all teachers [CE A]. As highlighted by Matthew Springer in his 2009 paper, “Technical Assistance and Compensation Reform,” the technical support provided by NIET has evolved from a face-to-face model, to one in which training content is electronically delivered, to one that enables TAP participants to share information with one another (Lewis & Springer, 2009).

In recent years, the expansion of TAP highlighted a need for making professional development materials easily accessible to all TAP sites. NIET thus developed the TAP System Training Portal¹⁹, an interactive, Web-based professional development tool offering training materials on instructional strategies and the TAP Rubric. The portal will provide a valuable resource to customize training to teachers’ specific needs and obtain real-time access to the most up-to-date materials.

Face-to-face technical assistance will be carried out by highly trained personnel who have TAP expertise. Technical assistance includes many elements. First, leadership teams at new TAP schools will go through initial Core Trainings. All leadership team members must be trained and certified as TAP evaluators before carrying out classroom evaluations. Second, each summer NIET offers TAP Summer Institutes in several locations, which provide intensive training for leadership teams. NIET’s expert trainers also serve schools through the annual National TAP Conference, where key personnel from TAP schools nationwide gather for in-depth training [CE

¹⁹ For a more detailed explanation of the TAP System Training Portal, see “Other Attachments.”

A]. Finally, NIET conducts an annual school review, which includes an in-depth qualitative and quantitative analysis of the fidelity to TAP implementation. The reviews conclude with a set of recommendations addressing strong areas and those needing additional assistance [CE A].

Alignment of Professional Development and Evaluation

The TAP system intentionally aligns its measures of effectiveness and professional development. Each time a teacher or principal participates in a TAP cluster group, or a teacher discusses classroom practice and its link to student work with a master teacher, the TAP evaluation rubric guides the conversation. Thus, professional development becomes the mechanism to support teachers and principals in using the information from evaluations to improve their practice [AP 3; CE E].

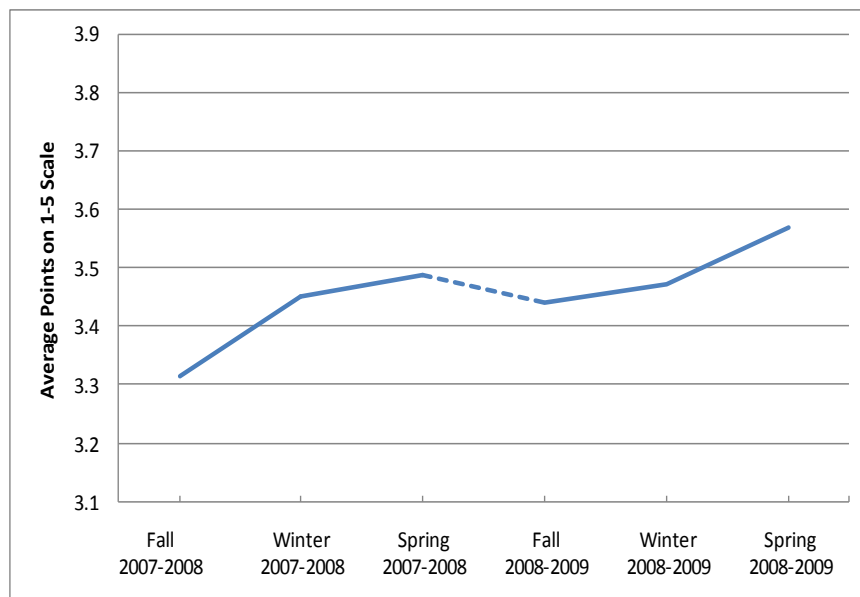
Increasing Teacher and Principal Capacity to Improve Student Growth

NIET's analyses of TAP teacher evaluation data show that teachers improve their skills throughout the year due to TAP's effective support system. As previously discussed, TAP's Rubric operationalizes the standards of effective teaching on a five-point scale and clearly spells out what effective instruction should look like. By identifying specific areas of improvement with detailed evidence from a teacher's instruction and concrete examples to address these areas, the rubric leads to higher quality instruction.

The chart below shows the average improvement in instructional skill scores over a two-year period for TAP teachers in Texas and Louisiana. The data shows that, despite a slight dip over the summer, teachers demonstrated, a path of improvement that continued over both years.²⁰

²⁰ The growth in observed teacher instruction is not a linear relationship with time. Some teachers progress at different rates, so we would not expect to see a straight line of growth.

Improvement in Average Observed TAP Teacher Skills, 2007-08 and 2008-09²¹



As discussed in section B1(i), evaluation ratings of TAP teachers are positively related to value-added achievement growth of students in their classrooms. In addition to building teacher capacity in the classrooms, TAP increases the capacity of principals to effectively lead the schools through the development of the TLT. The TLT is structured so that the principal shares responsibility and builds a team to develop and monitor the school's goals and academic plan; plan and implement weekly "cluster group" meetings; analyze student data; conduct teacher evaluation and conferences; and monitor individual teachers' professional growth.

Assessing and Improving Professional Development

The quality of professional development is monitored on an ongoing basis using CODE to track growth in student achievement and teacher effectiveness. It is also monitored by district-level TAP staff during regular visits where they tackle issues as they arise. NIET conducts an

²¹ Average of Instructional Domain Indicators for the 2007-2009 cohort [N = 196 teachers]

annual school review, which includes an in-depth qualitative and quantitative analysis of fidelity to TAP implementation. Professional development is a key area of observation in the school review. The reviews conclude with a set of recommendations addressing strong areas and those needing additional assistance [CE A]. This information can be used to shape future trainings at the school site and ensure fidelity to the TAP model.

Selection Criterion C: Adequacy of Support for the Proposed Project

NIET will serve as fiscal agent in this project and will work with the Consortium of ABR charter schools to achieve the goals and measurable objectives set forth in this grant. NIET and the Consortium will maintain performance-based compensation for teachers and principals in the high-need schools under this grant for the five years of the TIF project period (AER).

C(1): The Management Plan

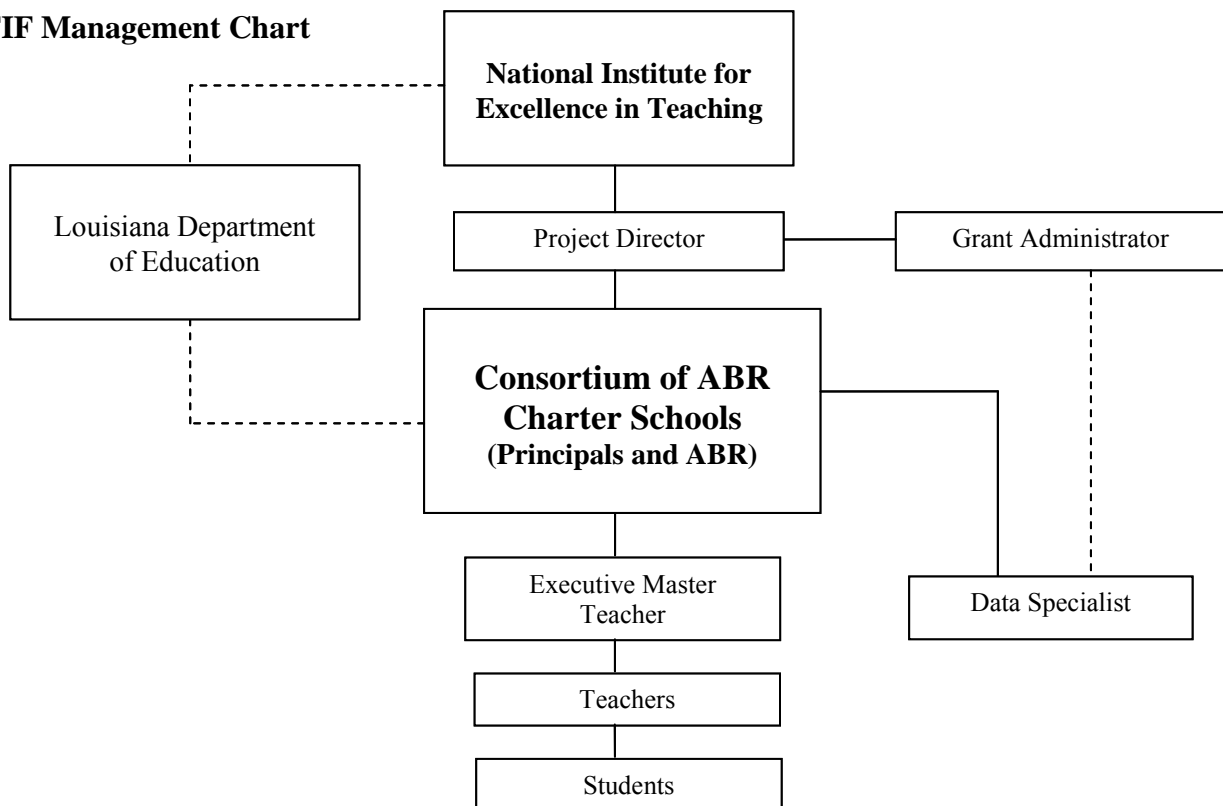
The management plan is designed to fulfill the goals and objectives of this project on time and within budget. The project goals and objectives are outlined in the following “TIF Project Timeline.” Oversight, management and coordination of this project will be the responsibility of the TIF Project Director (Dr. Tamara Schiff, see C(2) for qualifications and responsibilities) who will lead the TIF grant project. This will include three subsets of activities to ensure the goals and objectives are achieved on time and within budget: **oversight** of grant execution, **management** of grant activities and **work** to implement the TAP system in Consortium. NIET and the Consortium will establish, at minimum, quarterly communications to monitor progress, ensure implementation is on track and address any challenges the Consortium may be facing.

NIET has served as the fiscal agent to a number of other large grants and will use many of the same strategies to manage this grant as have been successfully employed in the past. We believe that paramount to effective control of any project’s costs are detailed work and budget

planning, coupled with systematic reviews of actual performance against those plans and the ability to subsequent adjustments as required. Each quarter, NIET will generate financial reports for the Consortium to facilitate monitoring of expenditures and ensuring the project is within budget. This monitoring supports general management objectives and reporting.

The following chart illustrates the management structure for this TIF project. The responsibilities of the key personnel in the chart will be shown in the “TIF Project Timeline” below and explained, along with their qualifications, in section C(2).

TIF Management Chart



TIF Project Timeline

Project Tasks	Responsible Parties	Milestones				
		Y1	Y2	Y3	Y4	Y5
Steps to fully implement the TAP system in the Consortium of ABR Charter Schools (Consortium)						
Note: These steps are required to implement TAP with fidelity in order to achieve the goals of the grant. “ST” indicates that a particular milestone contributes to the project’s sustainability						
The Consortium will sign a memorandum of understanding with NIET and other parties, as applicable. (ST)	NIET, Consortium	x		x		
Establish a structure including administrators, and to oversee TAP implementation in Consortium in cooperation with NIET.	NIET, Consortium	x				
Hire Consortium Executive Master Teacher, Consortium Data Specialist and NIET Grant Administrator.	NIET, Consortium	x				
Orientation and overview of TAP for new school ²²	NIET, Consortium			x		
New school approval through a vote for TAP implementation from a consensus of 75% of faculty ²³ . (ST)	New School	x				
Consortium schools will sign a form releasing student-level test data. In addition, Consortium is required to make arrangements to have school-level and classroom-level value-added calculations done to support the TAP Performance-Based Compensation System.	Consortium		x			
Consortium will restructure the school schedule to allow for ongoing applied professional growth activities to take place during the school day. (ST)	Consortium	x				
The TAP Leadership Teams (TLT) of each school will meet with a NIET representative to review: cluster group assignments and schedule; roles and responsibilities; TLT meeting expectations; and preparations for the Startup of School Workshop.	Consortium, NIET	x				
TLT members complete TAP core trainings including, if applicable, new hires each year. (ST).	Consortium, NIET	x	x	x	x	x

²² This Project Task has already been completed for schools named in this grant.

²³ This Project Task has already been completed for schools named in this grant.

Members of the school TLT will attend the TAP Summer Institute. (ST)	Consortium, NIET	x	x	x	x	x
Members of the school TLT will attend the annual National TAP Conference. (ST)	Consortium, NIET	x	x	x	x	x
All participating schools receive a school review. (ST)	NIET		x	x	x	x
The Consortium will work with NIET to develop a communications plan to disseminate information about TAP, build ongoing dialogue, and communicate results in each school to key stakeholders. (ST)	NIET, Consortium	x	x	x	x	x
The Consortium will work with NIET to develop a plan for sustaining and expanding TAP beyond the life of the grant. (ST)	NIET, Consortium	x	x	x	x	x
Goal 1: Increase the percent of effective teachers by increasing the skills of teachers through incentives, career advancement, evaluation and professional development						
Measurable objectives: 1) Increase the percent of effective teachers as defined within this proposal; 2) Increase the percent of effective teachers retained each year; and 3) Increase the recruitment of teachers who are effective or likely to be effective.						
Establish a Staffing Committee for master and mentor teacher selection and accountability	Consortium	x	x	x	x	x
New Consortium school conducts a staff meeting to review TAP's Multiple Career Path opportunities. The mentor and master teacher roles, responsibilities and qualifications, along with the interview and selection process, are reviewed. ²⁴	Consortium			x		
All open master and mentor teaching positions are posted and applications processed through ABR human resources..	Consortium	x	x	x	x	x
Mentor and master teacher applications are reviewed by the Staffing Committee. A pool of qualified candidates will be developed. Committee members will interview and select these teachers from the pool of qualified candidates.	Consortium	x	x	x	x	x
Consortium will provide ongoing applied professional growth activities to teachers.	Consortium	x	x	x	x	x
All Consortium teachers will have received a minimum of three classroom evaluations and associated post-conference sessions.	Consortium	x	x	x	x	x

²⁴ This Project Task has already been completed for schools named in this grant.

The Consortium will ensure that evaluators are trained and certified, and recertified annually to ensure ratings align with national raters and value-added measures.	Consortium and ABR Leadership	x	x	x	x	x
Contract with vendor to calculate value-added at the classroom and school-level	Consortium	x	x	x	x	x
The Consortium will reward effective teachers in participating schools with performance-based compensation. (ST)	Consortium		x	x	x	x
New master and mentor teachers will sign addendums to their contract, outlining the responsibilities, job descriptions and compensation for the role designated.	Consortium	x	x	x	x	x
Consortium will fully implement all aspects of TAP professional development (ST).	Consortium	x	x	x	x	x
Consortium will use retention bonuses to incentivize effective educators to stay in schools.	Consortium	x	x	x	x	x
Consortium will utilize all recruitment incentives to attract the most effective or likely to be effective teachers to the schools.	Consortium	x	x	x	x	x
Goal 2: Increase the percent of effective principals by increasing the skills of principals through incentives, evaluation and professional development.						
Measurable objectives: 1) Increase the percent of effective principals as defined within this proposal; and 2) Increase the percent of effective principals retained each year.						
Principals will participate in all relevant professional development.	Consortium	x	x	x	x	x
All principals will have been assessed by teachers, supervisors and self using the VAL-ED evaluation instrument.	Consortium and ABR Leadership	x	x	x	x	x
All principals will receive a minimum of two observations using the TLT observational rubric.	Consortium and ABR Leadership	x	x	x	x	x
All evaluators will be trained.	Consortium and ABR Leadership	x	x	x	x	x
The Consortium will reward effective principals in participating schools with performance-based compensation. (ST)	Consortium	x	x	x	x	x
Goal 3: Improve student achievement						
Measurable objectives: 1) Achieve year or more of student growth at the school level as defined within this proposal; 2) Demonstrate progress on state measures of student achievement.						
Contract with vendor to calculate value-added at the school-level	Consortium	x	x	x	x	x

State measures of student achievement will be reviewed for each school	Consortium	x	x	x	x	x
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C(2): Qualifications and Responsibilities of the Project Director and Key Personnel

NIET and the Consortium together have assembled an exceptionally well-qualified team of personnel who will complete their project responsibilities on time and within budget. The qualifications of the staff described below represent the full range of skills to guarantee quality and timely work on all tasks of this effort. As will be shown below, the time commitments these key personnel will devote to this grant are adequate to implement the project effectively. Resumes for key personnel showing their relevant training and experience are included in "Other Attachments". We will also describe new positions that are included for funding in this project.

Dr. Tamara Schiff, NIET Senior Vice President, will serve as the Project Director. She will provide fiscal and administrative oversight of the project. This will include budget accountability and submitting reports to ED to guarantee compliance. Dr. Schiff has led the administration of federal and private grants totaling over \$30 million. She has experience in educational research, program administration and policy development. She is currently the Project Director for NIET's TIF grant in Algiers, which has consistently achieved its milestones on time and within budget. Dr. Schiff will dedicate 50% of her time to ensure proper oversight of the grant.

Additional key NIET and Consortium personnel involved in the management and work of implementing TAP in Consortium schools include: Gary Stark, President; Kristan Van Hook, Senior Vice President; Glenn Daley, Senior Researcher; and Henry Shepard, CEO ADVANCE Baton Rouge. (Other Attachments").

As President and Chief Executive Officer, Dr. Gary Stark is responsible for the management, operations and performance of NIET. He works closely with NIET senior staff to oversee activities related to the implementation and advancement of the TAP system across the country,

including the Consortium if it is funded under this proposal. Dr. Stark will provide in-kind services to oversee the performance of TAP in the Consortium.

As Senior Vice President at NIET, Kristan Van Hook develops and implements strategies to build support for NIET's education initiatives, and will have this role for the TIF grant. This will include working with the ABR Director of Communications in developing and executing strategies for communicating the projects results to policymakers, practitioners and the public, supporting NIET's work in summarizing key findings in the form of white papers, and other forms of communication. Ms Van Hook will dedicate 10% of her time to work with the ABR Director of Communications and provide communications management to this grant, which is adequate to fulfill the project's communication efforts.

Glenn Daley, NIET Senior Researcher, is responsible for carrying out internal research activities for NIET and TAP, including oversight of data collection and systems. He will serve as the liaison to the grant's local evaluator and will be responsible for oversight of the evaluation. Mr. Daley will spend 15% of his time in the first year of the project and then 10% in subsequent years to ensure that the local evaluation is carried out effectively.

ADVANCE Baton Rouge Chief Executive Officer Henry Shepard will be instrumental in supporting the ongoing progress of this project. Mr. Shepard will work with ABR leadership and all Consortium principals to ensure fidelity to the TAP model and ensure that all aspects of the TIF project are carried out to the best of the schools' ability. As former Chief of School Administration in a consortium of charters also implementing TAP, Mr. Shepard has experience both in school leadership and in TAP leadership. Other key ABR personnel include Chief Academic Officer, Anna Faye Caminita, who was formerly a principal of a high-need school which implemented TAP and demonstrated significant achievement gains, as well as Director of

Communications Matthew Broussard who prior to joining ABR led a similar TAP communications effort. ABR personnel time will be in-kind.

New Positions

The Consortium TAP Executive Master Teacher (100% FTE) will be funded through the TIF grant and hired once the grant is selected. Qualifications for this position will include at least 5 years of teaching experience with demonstrated student achievement growth, with some administrative experience preferred; and expert knowledge of TAP. NIET will assist the Consortium in hiring the most qualified and effective candidate. The Consortium TAP Executive Master will, among other responsibilities, work closely with Consortium and NIET senior management, in particular the TIF Project Director, to oversee TAP operation in the schools, provide training for teachers and administrators in TAP schools, provide on-site technical assistance to the schools, conduct principal observations and work closely with Consortium leadership to recruit and retain the most effective teachers to the TAP schools.

Finally, the grant will also fund two essential support positions. The first is a Consortium Data Specialist (100% FTE). This person will be responsible for ensuring that the data management structures are adequately supported, will assist the schools with all data issues, and serve as a liaison to relevant vendors and to the local evaluator to ensure that data is provided with consideration to all federal and state regulations. The Grant Administrator (50% FTE) will assist the Project Director in ensuring that all aspects of the grant are implemented with fidelity and that all reporting to ED is done in a timely and accurate manner. NIET and the Consortium will seek applicants for both positions who have a Bachelor's Degree in Business Administration or a related discipline; or an equivalent combination of training and experience. The candidates should also have strong computer and organizational skills and previous experience with either

data management systems or grant management (depending upon position).

NIET's Past Success Improving Student Achievement and Implementing a TIF Project

This section will address the qualifications of NIET in implementing a PBCS and improving student achievement.

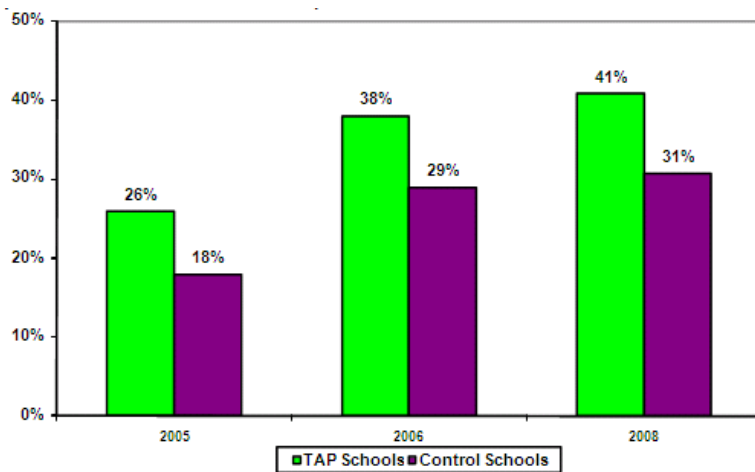
NIET is fully capable of achieving the goals in this grant as evidenced by outcomes from the past decade of TAP implementation in partnership with SEAs, LEAs and individual schools across the country. TAP offers a proven system for significantly improving student achievement to get high-need schools on track to reach or exceed proficiency goals and close gaps. Three studies (Kim & Daley, 2010; Springer, Ballou, & Peng, 2008; Solmon, et.al., 2007) using independently provided multi-state data have shown that TAP schools outperform similar non-TAP schools. These studies used value-added data and one included advanced controls for school and student characteristics.²⁵ All three included carefully selected comparison groups of schools.

One nationwide analysis (Kim & Daley, 2010) showed a higher percent of TAP schools than non-TAP schools performing at the highest level of value-added growth. As shown in the following chart, in the 2007-08 school year, 41% of TAP schools achieved a score of 5 on a 5-point scale, representing *significantly more than a year of student growth*. For a school to score this well means that its achievement growth rate is significantly higher than the average for similar students in other schools. In contrast, only 31% of comparable non-TAP schools in the same states achieved a score of 5.²⁶

²⁵ These value-added studies involve comparison groups on two levels: students are compared to very similar students in the same states, and then TAP schools are compared to very similar non-TAP schools, resulting in a high level of validity for attributing growth to TAP.

²⁶ Data provided by SAS® EVAAS® for K-12, the leading provider of value-added statistics in American education. The 2007-08 results were based on student test scores from 115 TAP schools and 1,626 non-TAP schools in nine states.

Percentage of Schools Achieving Significantly More than an Average Year of Student Growth



NIET, a nonprofit organization, has previously received funding through a TIF partnership with the Consortium of Charter Schools in Algiers, New Orleans, Louisiana. According to Competitive Preference Priority 6, for this TIF grant, NIET is applying to

work with a *different* eligible set of LEAs, the Consortium of ABR Charter Schools, to use new TIF funds for the costs of implementing performance-based compensation in high-need schools that have not previously received TIF funds.

NIET is currently the fiscal agent for the \$19 million TIF grant in Algiers. To date, grant money has been spent on schedule, NIET has complied with all reporting requirements in a timely manner, and NIET received a Year 2 Monitoring Report which provided strong commendations for Data Quality, Communications and Stakeholder Engagement, and Information Technology. U.S. Department of Education (ED) monitors had no recommendations for improvement in the Programmatic Findings or in Fiscal Issues.

Founded in the aftermath of Hurricane Katrina, the Algiers schools serve a high-need student population where 87% of students qualify for free or reduced price lunch, yet have achieved impressive growth in student achievement under NIET's TIF grant. In the 2008-09 school year, five of the eight Algiers schools achieved *significantly more* than a year's academic growth. Two

schools accomplished *more than* one year²⁷ of student achievement growth and one demonstrated a solid year's growth. Further, the 2008-09 school year was the *second consecutive year of significant growth* in student achievement for half of the Algiers schools, an outstanding achievement for charter schools with high-need student populations. These positive findings confirm the experience and capacity that NIET has to manage, monitor and serve as the fiscal agent to a multi-million, multi-year grant in partnership with an LEA serving high-need schools.

C(3): Funds to Support the Proposed Project

The Consortium has already begun development of a sustainability plan for continuing TAP beyond the TIF grant. Consortium and ABR leaders are committed to assessing current resources and determining how funds can be reallocated to support the long-term sustainability of TAP. NIET and the Consortium developed the budget for this project to build toward sustainability beyond the length of the grant. To demonstrate their commitment and to fulfill Absolute Priority 2, the Consortium will incur an increasing share of the performance-based compensation payouts in each year.²⁸ In Year 5, they will cover 60% of the performance-based compensation funding demonstrating their commitment to implementing the TAP system for the long-haul by shouldering these costs. In addition, the Consortium will be paying for an additional master teacher position in each school for all five years of the project, providing additional funding for activities relevant to the grant as needed, as well as contributing in-kind services of key ABR personnel to oversee and guide TAP implementation.

The Consortium will work on a plan to redirect existing federal and state funds to support the implementation of TAP beyond the term of the grant. TAP schools in all states have used federal

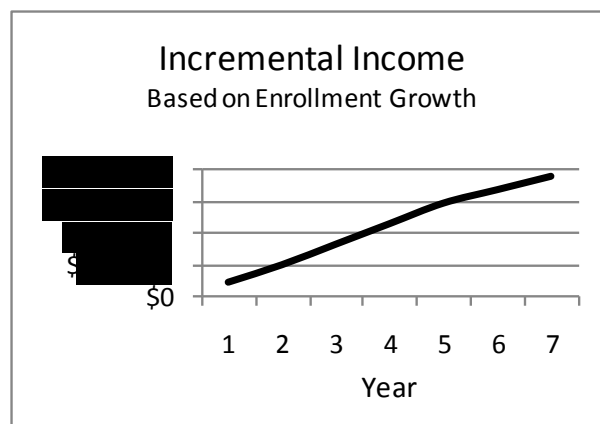
²⁷ On the value-added scale, a score of 3 indicates one year of growth, a score of 4 indicates more than one year of growth, and a score of 5 indicates significantly more than one year of growth.

²⁸ See the Budget Narrative for the detailed, five-year project budget.

monies from Title I, Title II, Title III, Title VI, IDEA and the School Improvement Fund.

Schools in Louisiana are also using state funds allocated for reforms such as TAP. The Consortium will consult with other TAP schools in Louisiana and nationally to reassign existing funds to sustain TAP. The Consortium also intends to hire a full-time development director who will be tasked with developing ongoing support from local, state and national business and foundation sources. This position will work closely with the key stakeholders who support TAP to create a strategic plan targeting the expansion of partners for TAP in the Consortium schools. These efforts will be aligned to the goals of the Communications Plan described earlier in this proposal. Unique to the Consortium is that

currently none of the five schools are at maximum student capacity. However the Consortium expects for enrollment to continue to grow in their schools. As such, operational costs are projected to remain relatively steady with revenues from student



enrollment growing. These additional revenues will be directed to sustain TAP and maintain the PBCS developed through the TIF project.

This TIF grant will allow for the Consortium to successfully establish TAP as the system for doing business in their schools. Many of the elements included in the TIF project, will not be required to continue as the reform structure is established within the Consortium. For example, technical assistances and training will decrease substantially as capacity within the Consortium grows. Incentives for recruitment and retention will no longer be necessary as these challenges diminish over the course of the grant period. As such, NIET and the Consortium have projected

that the cost of sustaining TAP beyond the grant will range from \$1-2 million annually.

C(4): Requested Grant Amount and Project Costs Are Sufficient and Reasonable

NIET has projected costs associated with the development and implementation of TAP during the project period and beyond according to Absolute Priority 2. In this section, we will address costs during grant period, and then address costs beyond the grant period. NIET in partnership with the Consortium request \$13,303,517, over five years to implement TAP in six high-need schools. The Consortium has agreed to fund \$3,802,475 over the life of the grant, included in this is a total of \$1,109,791 in required cost-share of the performance compensation.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 +
Project Request						0
Non-Federal Funds						100%
Total Project Cost						

These costs are sufficient to attain the project goals and reasonable in relation to the objectives and design of the project. Over its decade of experience working with TAP schools, NIET has refined the costs of TAP and has built many budgets that were sufficient and reasonable. The goals set for this project require the full, faithful implementation of the TAP system, and the costs projected reflect the full implementation of TAP. A detailed explanation of the budget is located in the –Budget Narrative.” As evidenced by this section and the budget narrative NIET and the Consortium have accepted the responsibility to provide performance pay to teachers and principals who earn it under TAP [AP 2].

The consortium recognizes implementation of a reform model is a matter of establishing priorities and allocating resources to those priorities. The budgets ABR has developed with the cooperation of school leaders have been developed to allocate the resources necessary to implement TAP with fidelity. As noted earlier, these costs will be covered through the reallocation of existing federal and state funds, the development of new funding sources, and the

Consortium's ability to take over tasks from NIET as its expertise increases thereby diminishing the need for many of the support services provided in the TIF project.

Selection Criteria D: Quality of Local Evaluation

This project will be evaluated by a third-party professional evaluator with the capacity for working with both qualitative and quantitative data. The purpose of the evaluation will be twofold: first, to provide feedback for continuous improvement in the implementation and operation of TAP in the project schools; and second, to provide an analysis of the evidence that the project is achieving its objectives and goals.

The evaluator will assess progress toward and accomplishment of all of the outcome measures identified in this proposal, as described below. In addition, the evaluator will study the implementation of TAP in the project schools during the length of the grant, including differences in fidelity to the TAP model between schools. The evaluator will also examine the intermediate attitudinal and behavioral outcomes among teachers and principals that are expected to lead to changes in student outcomes as a result of the project.

Criterion (1): Performance measures.

The evaluation will collect and analyze the following measures of performance related to the goals of the project. For Goal 1 (increase the percent of effective teachers through incentives, career advancement, evaluation and professional development), the objectives and measures are:

1. *Increase the percent of effective teachers as defined within this proposal.* The evaluator will measure teacher effectiveness using the same three indicators on which incentives are based: Skills, Knowledge and Responsibilities (SKR) scores, value-added measures of student growth at the classroom level, value-added measures of student growth at the school level. The evaluator will have access to specific SKR data for each classroom observation occasion and each

dimension of instruction, *i.e.*, the data underlying the overall SKR score for each teacher. The evaluator will also utilize the underlying value-added scores on each subject and not just the composite 1-5 score on which incentives are based. Using the underlying SKR and value-added scores will enable the evaluator to conduct nuanced and statistically powerful analyses of teacher performance on multiple dimensions.

In addition to measuring the percent of effective teachers, the evaluator will investigate relationships between incentives, professional development, and teacher performance. The evaluator will collect and analyze data on the attitudes of teachers toward incentives and other elements of the project, and on the quality of professional development and its relationship to changes in instruction.

2. Increase the percent of effective teachers retained each year. The evaluator will calculate retention rates using administrative data on staff changes, including exit interview data, and will assess the effectiveness of retained teachers using the data described above for objective 1. This analysis will match retention data with performance data from CODE to examine differences in retention between lower- and higher-performing teachers.

3. Increase the recruitment of teachers who are effective or likely to be effective. The evaluator will assess the performance of newly hired teachers at the end of their first year using the data described above, and will analyze their on-the-job performance in the context of their professional qualifications and experience prior to hiring. The evaluator will examine qualification data on applicants as well as hired teachers to assess the quality of the applicant pool attracted by the schools in the project. The evaluator will also use survey and interview data to examine the perceptions of both principals and newly hired teachers regarding the effect of TAP on recruitment quality.

For Goal 2 (increase the percent of effective principals through incentives, evaluation and professional development), the objectives and measures are:

1. *Increase the percent of effective principals as defined within this proposal.* To measure the effectiveness of principals, the evaluator will make use VAL-ED scores, TLT observation rubric scores, and school wide value-added student growth outcomes. The evaluator will examine the relationships between TAP elements, principal leadership, and school performance using survey, interview, and other qualitative data.

2. *Increase the percent of effective principals retained each year.* Given the modest number of Consortium schools, the evaluator will be able to analyze principal retention and turnover on a case-by-case, year-to-year basis in the context of the effectiveness data described above. Using survey, interview, and other qualitative data, the evaluator will analyze the relationships between TAP elements, performance, and principal retention.

For Goal 3 (improve student achievement), the objectives and measures are:

1. *Achieve a year or more of student growth at the school level as defined within this proposal.*

The evaluator will analyze school level value-added indicators of student achievement gains on standardized assessments. In addition to reporting school progress on this goal, the evaluator will use underlying growth scores for each subject, grade and student subgroup to provide nuanced feedback on the differentiated impact of TAP as well as relationships between impact and implementation measures.

2. *Demonstrate progress on state measures of student achievement.* The evaluator will examine annual state accountability measures for each school in the project. In addition to measuring overall school progress, the evaluator will use state achievement data disaggregated by subject, grade and student subgroup to complement the value-added analysis of student growth and its

relationship to TAP implementation. Data on changes in the percent of students in each proficiency band will also enable an analysis of how TAP affects students at different achievement levels within these schools.

Criterion (2): Data types.

The evaluation will provide both quantitative and qualitative data in the following categories:

- Student achievement and state accountability data (including disaggregated scores) will be provided by the Consortium. Value-added data (including underlying scores and standard errors) will be provided by the value-added vendor servicing the Consortium.
- Teacher and principal evaluation results will come from the CODE data system used by TAP schools, including the detail for each classroom observation and principal performance survey.
- The evaluator will obtain administrative data regarding teacher and principal recruitment and retention, including exit interview data, from the Consortium.
- Survey data on teacher and principal attitudes and perceptions will result from the annual TAP web survey conducted by NIET nationally. This survey focuses on attitudes toward the specific elements of TAP and perceptions of the quality of TAP implementation on multiple dimensions. Additional local surveys may be conducted by the evaluator to address questions specific to this project.
- Interviews and focus groups of TAP teachers and principals will complement and expand upon survey data about attitudes and perceptions. The evaluator will analyze data from these activities using grounded theory methods to identify themes that characterize TAP implementation in these schools. The evaluator will be able to triangulate among multiple perspectives on the process of change within schools.

- The evaluator will have access to samples of student work, cluster group records, leadership team records, teacher individual growth plans, and other artifacts of the process of change in the schools.
- NIET will provide annual School Review data to the evaluator. These scores measure the quality and consistency of TAP implementation in a school. These ratings are conducted by experienced TAP staff from outside of the school, using quantitative and qualitative rubrics.

Criterion (3): Evaluation procedures.

The evaluation will be "utilization focused" (Patton, 2002), meaning that the evaluator will provide feedback in order to make the project more successful, sustainable and replicable. The evaluation will include regular communications between the evaluator, NIET and the Consortium. The NIET Senior Researcher and the Consortium Data Specialist will be designated as contact persons for communications with the evaluator. These individuals will hold update meetings or conference calls at least quarterly to review plans, progress, and preliminary data. The evaluator will provide an annual report to NIET and the Consortium presenting and analyzing key data regarding project implementation, progress toward objectives, and intermediate outcomes if applicable. The evaluator will provide an initial draft of this report in early fall of the school year following the year covered by the report, in order to support improvements in the operation of the project. When value-added achievement data become available, typically later in the year, the annual report will be updated to reflect such data. At the conclusion of the grant period, the evaluator will assess the overall accomplishment of goals. The evaluator will also provide an analysis of lessons learned for the sustainability of TAP in these schools as well as for the possible expansion of TAP within the Consortium and the future implementation of TAP at other sites.

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Project Narrative

High-Need Schools Documentation

Attachment 1:

Title: **High Needs Documentation** Pages: **1** Uploaded File: **Consortium High Need Documentation.pdf**

High-Need Schools Documentation

Consortium of ADVANCE Baton Rouge Charter Schools

Percent students eligible for free and reduced lunch subsidies.

	Enrollment	% FRPL
Dalton Elementary School	359	97%
Prescott Middle School	269	94%
Pointe Coupee Central HS	368	94%
Lanier Elementary School	283	93%
Glen Oaks Middle School	290	90%
<i>Consortium Average</i>	1,569	94%
<i>Louisiana Average</i>	692,851	67%

Project Narrative

Union, Teacher, Principal Commitment Letters or Surveys

Attachment 1:

Title: **Letters Attachment** Pages: **10** Uploaded File: **Letters Attachment.pdf**



The System for Teacher
and Student Advancement

Teacher Incentive Fund Partnership Memorandum of Understanding

This is a memorandum of understanding (MOU) between the National Institute for Excellence in Teaching (hereafter referred to as “NIET”) and the Consortium of ADVANCE Baton Rouge charter schools (hereafter referred to as “the Consortium”).

The purpose of the partnership is to develop and implement TAP™: The System for Teacher and Student Advancement (TAP), a project that will be funded in part through a federal Teacher Incentive Fund (TIF) grant. Additional funding will be provided through the Consortium in order to support the full implementation of TAP. TAP is a comprehensive performance-based compensation system for teachers and principals to help increase educator effectiveness and improve student achievement in the Consortium’s participating high-need schools. NIET will work with the Consortium to fulfill the project goals that are included in the TIF project.

The Consortium will agree to the following terms throughout the grant award period (2010 – 2015).

1. Intentionally implement the four TAP elements outlined in the *TAP Implementation Manual* and further defined by the TAP CORE Training Standards. The partner will carry out the essential reform elements simultaneously using the TAP planning and implementation materials, resources and trainings provided by NIET;
2. Commit to hiring effective candidates to participate in all grant activities;
3. Implement the TAP system with fidelity to the model as measured annually by NIET School Reviews;
4. Promote and participate in the specific activities listed in the TIF grant;
5. Work in collaboration with NIET on all grant activities;
6. Give priority to accomplishing the activities in collaboration with NIET;
7. Immediately report to the NIET Project Director any misdeed, deficiency or inability to fulfill any the Consortium responsibilities;
8. Adopt consistent policies across participating TAP schools;
9. Commit resources to sustain TAP once the grant funding ends.

NIET agrees to perform the following activities:

1. Assign specific staff to serve as a liaison to the Consortium;
2. Promote and participate in the specific activities listed in the TIF grant;
3. Work in collaboration with the Consortium on all activities;
4. Disseminate reports on accomplished work to state groups, districts and other interested parties as requested.

Term of MOU

The term of this MOU will begin on the date that the TIF grant award becomes effective and continue through the duration of the award.

Applicable Law

This MOU will be governed by the laws of the State of California.

Amendments

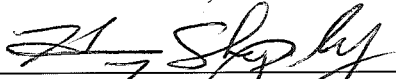
Any change to this MOU will be preceded by a written amendment signed by both parties to this MOU. An amendment is required:

1. Whenever the term of this MOU is extended or reduced without terminating this MOU; and
2. For any change in terms and conditions of this MOU.

Terms

This MOU binds NIET and the Consortium to every statement and assurance made in the Teacher Incentive Fund grant application. If funded, this MOU shall be in effect for the length of the Teacher Incentive Fund grant from the U.S. Department of Education. In the event the grant is not funded, this MOU will terminate upon the receipt of notification that the grant is not funded.

Either party may terminate this MOU without cause or penalty by giving the other party a written notice of such termination at least thirty (30) calendar days prior to termination. If not terminated by the above method, this MOU will be terminated upon the expiration date of the TIF grant.



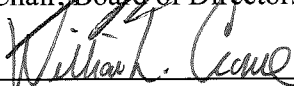
ABR Chief Executive Officer

6/30/10
Date



Chair, Board of Directors

6/30/10
Date



Principal, Lanier Elementary

6/30/10
Date




Principal, Dalton Elementary

6/30/10
Date



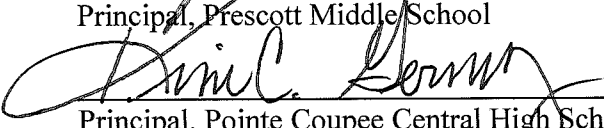
Principal, Glen Oaks Middle School

6/30/10
Date



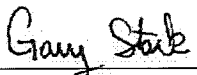
Principal, Prescott Middle School

6/30/10
Date



Principal, Pointe Coupee Central High School

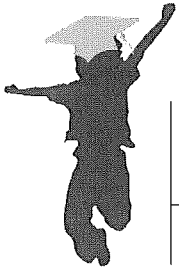
6/30/10
Date



President, National Institute for Excellence in Teaching

6/18/10
Date

Teacher Incentive Fund MOU



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION.

Dear Assistant Secretary Meléndez de Santa Ana,

In spring of 2005 as a collaborative effort of the Baton Rouge Area Foundation, the Baton Rouge Area Chamber of Commerce, and 100 Black Men of Metro Baton Rouge, ADVANCE Baton Rouge (ABR) was designed to promote systemic change in public education. Three years later, ABR was awarded the charters of three chronically poor performing schools in south Louisiana. In March of 2009, ABR was awarded two additional schools considered among the neediest in the Baton Rouge area.

Though each of these schools is its own independent Local Education Agency (LEA), ABR provides fiscal, curricular and personnel oversight to the five campuses. As Chief Executive Officer of ABR, I am writing to express our strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund (TIF) grant.

The TIF grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our five high-need schools. The teachers in our schools have expressed their overwhelming support for TAP as evidenced by an over 88% approval rate at all five campuses, and the principals in each campus are committed to full implementation of the TAP system. We also have strong support for this project from our Board of Directors.

I have personally seen the positive impact that TAP has had in improving student achievement among some of the highest need schools in our state. Prior to joining ABR, I was an administrator with the Algiers Charter Schools Association where their nine schools have benefitted greatly from TAP. Based on the results of these schools, I know that TAP will help in improving the educational opportunities for the students in our schools.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,

Name:



Title:

CEO

Date:

6/29/2010



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION

June 16, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

In spring of 2005, as a collaborative effort of the Baton Rouge Area Foundation, the Baton Rouge Area Chamber of Commerce and 100 Black Men of Metro Baton Rouge, ADVANCE Baton Rouge (ABR) was created to promote systemic change in public education. Three years later, ABR was awarded the charters of three chronically poor-performing schools in south Louisiana. In March of 2009, ABR was awarded two additional schools considered among the neediest in the Baton Rouge area.

Though each of these schools is its own independent Local Education Agency (LEA), ABR provides fiscal, curricular and personnel oversight to the five campuses. On behalf of the Board of Directors of ABR, I want to express my strong support for the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund (TIF) grant. This grant will provide an opportunity for our five high-need schools to engage in comprehensive school reform focused on improving teacher quality and the achievement of all of our students.

The TIF grant allows for the implementation of TAP™: The System for Teacher and Student Advancement (TAP) in our schools. As an organization, we are extremely excited about this program on all fronts. Our teachers have expressed their overwhelming support for TAP as evidenced by a more than 88% approval rate at all five campuses. In addition, the principals at each campus are committed to full implementation of the TAP system and we also have strong support for this project from our ABR administrative leaders.

As a Board, we have studied the data demonstrating that TAP has a positive impact in improving student achievement among some of the highest-need schools in our state. Based on these results, I am confident that TAP will help in improving the educational opportunities for the students in our schools.



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,

Name:

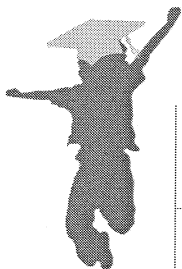
Jeff English

Title:

ABR Board Chair

Date:

6/16/10



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION.

June 23, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

As leader of Dalton Elementary School within Advance Baton Rouge (ABR), I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant. Each of our schools is an independent Local Education Agency (LEA); however, ABR provides fiscal, curricular and personnel oversight for our schools.

The Teacher Incentive Fund grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our high-need school. The teachers in our school have expressed their overwhelming support for TAP as evidenced by an over 88% approval rate. Unfortunately, Dalton Elementary School has a history of poor performance that we have begun to change this past year. Many of the teachers need to be trained in guided in the right direction to assist them in improving students' academic success. I believe the implementation of TAP in our schools will help us to achieve this goal.

I have seen the positive impact that TAP has had in improving student achievement among some of the highest need schools in our state. Based on the results of these schools, we know that TAP will help in improving the educational opportunities for the students in our schools.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,

Name: Ronnie Hanson

Title: PRINCIPAL Date: 28 JUNE 2010



William Logan Crowe - Principal

Kathryn Rice - Assistant Principal

June 27, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

As leader of Lanier Charter Elementary within Advance Baton Rouge (ABR), I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant. Each of our schools is an independent Local Education Agency (LEA); however, ABR provides fiscal, curricular and personnel oversight for our schools.

The Teacher Incentive Fund grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our high-need school. The teachers in our school have expressed their overwhelming support for TAP as evidenced by an over 95% approval rate. Lanier Elementary had a history of poor performance that we have begun to change this past year. The challenges of taking over a low performing school are many including: discipline, classroom management, parental involvement and unsatisfactory test scores. We believe that we have made it over the first hurdle and are ready to implement TAP to ensure we clear the rest and continue with success.

I have seen the positive impact that TAP has had in improving student achievement and instructional practices at Alice Harte Charter in New Orleans after hurricane Katrina. As an assistant principal, I was a part of a strong TAP leadership team that was committed to improving educational opportunities for every student and every teacher in our school.

I strongly support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,



William Logan Crowe

Principal,
Lanier Charter Elementary

4705 Lanier Drive - Baton Rouge, Louisiana -70812
Office -225.357.5953 Fax - 225.357.2491
HOME OF THE LION PRIDE - WORK HARD. BE KIND. BE BETTER.



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION.

June 23, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

As leader of Glen Oaks Charter Middle School within Advance Baton Rouge (ABR), I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant. Each of our schools is an independent Local Education Agency (LEA); however, ABR provides fiscal, curricular and personnel oversight for our schools.

The Teacher Incentive Fund grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our high-need school. The teachers in our school have expressed their overwhelming support for TAP as evidenced by an over 88% approval rate. Glen Oaks Charter Middle School has a history of poor performance that we have begun to change this past year. Our spring 2009 test data indicated that our students faced very significant deficiencies, especially in ELA. The ELA scores indicated that over 60 percent of our students were reading below our state's basic achievement level.

I have seen the positive impact that TAP has had in improving student achievement among some of the highest need schools in our state. I was an assistant principal in the Algiers Charter Schools Association, so I have personally seen what TAP can do to transform a school. Based on the results of these schools, we know that TAP will help in improving the educational opportunities for the students in our schools.

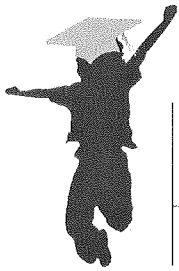
I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,

Name: Averil Sanders, Jr.

Title: Principal

Date: 6/23/2010



AdvanceBaton Rouge

CHARTER SCHOOL ASSOCIATION.

June 23, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

As leader of Prescott Middle Charter Middle School within Advance Baton Rouge (ABR), I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant. Each of our schools is an independent Local Education Agency (LEA); however, ABR provides fiscal, curricular and personnel oversight for our schools.

The Teacher Incentive Fund grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our high-need school. The teachers in our school have expressed their overwhelming support for TAP as evidenced by an over 88% approval rate. Prescott Middle Charter School has a history of poor performance that we have begun to change this past year. Over the years, Prescott has suffered from low student attendance, a high suspension rate, and a high percentage of students scoring unsatisfactory on the iLEAP and LEAP.

I have seen the positive impact that TAP has had in improving student achievement among some of the highest need schools in our state. Based on the results of these schools, we know that TAP will help in improving the educational opportunities for the students in our schools.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,

Name:

Perry Daniel

Title: Principal

Date: June 23, 2010



June 28, 2010

Dear Assistant Secretary Meléndez de Santa Ana,

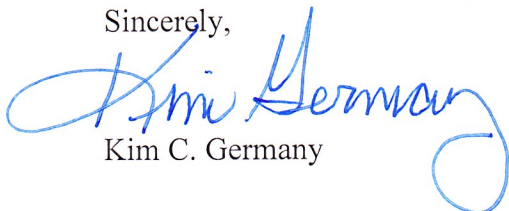
As leader of Pointe Coupee Central High School within Advance Baton Rouge (ABR), I am writing to express my strong support of the National Institute for Excellence in Teaching's (NIET) Teacher Incentive Fund grant. Each of our schools is an independent Local Education Agency (LEA); however, ABR provides fiscal, curricular and personnel oversight for our schools.

The Teacher Incentive Fund grant will help implement TAP™: The System for Teacher and Student Advancement (TAP) in our high-need school. The teachers in our school have expressed their overwhelming support for TAP as evidenced by an over 88% approval rate. Pointe Coupee Central High Charter School has a history of poor performance, truancy, and teacher retention which we have begun to change this past year.

I have seen the positive impact that TAP has had in improving student achievement among some of the highest need schools in our state. Based on the results of these schools, we know that TAP will help in improving the educational opportunities for the students in our schools.

I support the goals and project activities proposed in this Teacher Incentive Fund grant proposal and confirm our commitment to implementing the TAP system with fidelity. I support the ABR Consortium's partnership with NIET in order to expand TAP and thereby implement a system that provides differentiated compensation to teachers and principals that will lead to increased educator effectiveness and student achievement in the ABR Consortium schools.

Sincerely,



Kim C. Germany

Title: Principal

Date: June 28, 2010

Project Narrative

Other Attachments

Attachment 1:

Title: **Other Attachments** Pages: **127** Uploaded File: **Other Attachment.pdf**



STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
POST OFFICE BOX 94064, BATON ROUGE, LOUISIANA 70804-9064
Toll Free #: 1-877-453-2721
<http://www.louisianaschools.net>

July 1, 2010

Joseph E. Neary
Advance Baton Rouge Charter School Association
5500 Florida Boulevard, Suite 106
Baton Rouge, Louisiana 70806

Dear Mr. Neary,

In pursuit of your application for an NIET grant, this letter confirms that under state law and policy, each of the Advance Baton Rouge (ABR) charter schools are considered their own Local Education Authorities (LEAs) for purposes of charter authorization, accountability, and finance. Below is the list of each of the ABR schools and their corresponding site codes, which registers each school as a separate LEA.

- Dalton Elementary, Pre-K – 5th grade (377004)
- Glen Oaks Middle School, 6th – 8th grade (377001)
- Lanier Elementary School, Pre-K – 5th grade (377005)
- Pointe Coupee Central High School, 6th – 12th grade (377003)
- Prescott Middle School, 6th – 8th grade (377002)

Should you need any further information, please let us know. We support your application for the grant and wish you the best of luck in this and your continued pursuit of excellent academic achievement.

Sincerely,

Chris Meyer
Acting Director, Charter Schools Office

/CM/

“An Equal Opportunity Employer”

—
Advance Baton Rouge

Charter Contract for Lanier Elementary School

Contract Date: July 1, 2009

Type 5 Charter School (under La.R.S. 17:10.5)

Location: East Baton Rouge Parish

**Charter School Contract Execution
Certification of Completion of Requisite Pre-Opening
Requirements**

I, Kenneth Campbell, Director of the LDE Charter School Office, hereby certify
that **Advance Baton Rouge, Inc.** has completed all Pre-Opening Procedures for
Charter Schools required to be completed prior to charter contract execution by the
president of the Board of Elementary and Secondary Education.



Kenneth Campbell

7-7-09

Date

**CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT**

This Agreement is a Charter School Contract authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed this 1st day of July 2009 by and between the Louisiana Board of Elementary and Secondary Education and Advance Baton Rouge.

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq., authorizes experimentation in the creation of innovative kinds of independent public schools; and

WHEREAS, the Louisiana Legislature has expressed its intention to provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed; the positive results repeated or replicated, if appropriate; and the negative results identified and eliminated; and

WHEREAS, the Louisiana Legislature has further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, the purposes of the "Charter School Demonstration Programs Law" are to provide opportunities for educators and others interested in educating pupils to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for pupils; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning program at the school site; and

WHEREAS, the Louisiana Legislature, pursuant to La. R.S. 17:1990, created the Recovery School District for the purpose of improving failing schools; and

WHEREAS, the Recovery School District is authorized pursuant to La. R.S. 17:10.5 and 17:10.7 to take over the operation of failing schools, to reorganize failing schools, and to operate failing schools in whatever manner is determined by the administering agency of the Recovery School District to be most likely to bring the school to an acceptable level of performance; and

WHEREAS, the Recovery School District may operate any school under its jurisdiction as a Type 5 charter school pursuant to the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq; and

WHEREAS, the Board of Elementary and Secondary Education finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstrations Program Law; and

WHEREAS, the Board of Elementary and Secondary Education is authorized, pursuant to La. R.S. 17:3971 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, the Board of Elementary and Secondary Education approved the Application to be a Type 5 charter school, contingent upon completion by the Charter Operator of Pre-Opening Procedures and execution of a Charter Contract;

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Agreement:

AGREEMENT

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Parties.

- 1.1.1 This Charter School Contract is entered into between Advance Baton Rouge and its Board of Directors ("Charter Operator") and the Louisiana Board of Elementary and Secondary Education ("BESE") for the purpose of operating Lanier Elementary School (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign this Agreement on behalf of the Board of Elementary and Secondary Education is the President of the Board of Elementary and Secondary Education.
- 1.1.3 The Recovery School District ("RSD") and the Louisiana Department of Education ("LDE"), in its capacity as the administering agency of the RSD, shall have jurisdiction over the Charter School pursuant to La. R.S. 17:10.5, 17:10.7, 17:1990, and 17:3973(2)(b)(v)(aa).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is Christel Slaughter (the "Charter Representative"), who must be an Officer of the Charter Operator's governing board. The Charter Representative affirms as a condition of this Agreement that the Charter Operator's governing board has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.5 The Charter Representative affirms as a condition of this Agreement, that he/she is the above-described representative of the Charter Operator and has authority to sign this Agreement on behalf of the Charter Operator.
- 1.1.6 Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation is duly authorized according to the laws of the State of Louisiana.
- 1.1.7 The Charter Operator certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation, and failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.
- 1.1.8 The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation has a governing board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.

- 1.1.9 The Charter Operator affirms, as a condition of this Agreement, that no more than one person from the same immediate family, as defined by La. R.S. 42:1102(13), serves as a member of the Charter Operator's governing board.
- 1.1.10 Incorporated as **Exhibit A** herein and by reference, is a true and correct copy of the Application/Proposal ("Application") of the Charter Operator that was relied upon by BESE in developing this Agreement. The Application includes a list of assurances, which is an integral part of this contract.
- 1.2 Location. The Charter Operator shall provide educational services, including the delivery of instruction, at the facility in which the school was located prior to the transfer of the school to the Recovery School District.
- 1.3 Facility. The building(s) in which the Charter School is to be located shall be known as the facility (the "Facility") The Recovery School District has the right to use any school building and all facilities and property otherwise part of the school and recognized as part of the facilities or assets of the school prior to its placement in the school district and has access to such additional facilities that were typically available to the school, its students, and faculty and staff prior to its placement in the Recovery School District. Such right of use is hereby conveyed to the Charter Operator for the duration of the Charter.
- 1.3.1 Repair and replacement of physical property shall be the sole responsibility of the Charter Operator for the duration of the Charter.
- 1.3.2 The Charter Operator shall be responsible for and obligated to provide for routine maintenance and repairs such that the facilities and property are maintained in as good condition as when the right of use was acquired, excluding ordinary wear.
- 1.3.3 The Charter Operator will not be required to provide extensive repair to buildings or facilities that would be considered a capital expense.
- 1.3.4 The Charter Operator shall be subject to all rules and procedures adopted by BESE with respect to facility maintenance.
- 1.4 Pre-Opening. Failure to timely fulfill any material term of the Pre-Opening Procedures , incorporated as **Exhibit B**, shall be considered a material violation of conditions, standards, or procedures provided for in the approved charter and may be grounds for revocation of the charter pursuant to Paragraph 5.4 of this Agreement, for rescission of approval of the Charter, and/or prohibiting the Charter Operator from opening the charter school or receiving funding pursuant to Paragraph 3.1 of this Agreement. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.

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SECTION 2. OPERATION OF SCHOOL

2.1 Mission Statement. The Charter School's mission statement, as contained in the Application or, in the alternative, as approved by the LDE as part of the Pre-Opening Procedures, is approved by BESE to the extent it is consistent with the principles of the Charter School Demonstration Programs Law, La. R.S. 17:3971, et seq.

2.2 Purpose. The Charter Operator shall provide educational services according to the educational standards established by law, the Charter Contract, and the Charter Application/Proposal; measure pupil progress toward stated goals; and participate in pupil assessments required by law, regulation, and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting.

2.3 Governance.

- 2.3.1 The Charter Operator and the members of its Board of Directors individually are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable law and regulation, and all reporting requirements.
- 2.3.2 The Charter Operator will adopt by-laws and operate in accordance with such by-laws.
- 2.3.3 Each member of the Charter Operator's Board of Directors shall, consistent with requirements set out in the Pre-Opening Procedures, complete and submit to the LDE a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure"), incorporated in this Agreement as **Exhibit C**, and an Affirmation of Eligibility to Serve ("Board Affirmation"), incorporated in this Agreement as **Exhibit D**. Each new board member shall submit the aforementioned Financial Disclosure form and Board Affirmation form to the LDE within thirty (30) days of appointment to the Charter Operator's governing board. The Financial Disclosure form shall be submitted by each board member on or before August 1 of each year after initial submission following appointment.
- 2.3.4 The Charter Operator shall establish, as a part of its bylaws, and abide by a formal conflict of interest policy that is consistent with applicable law, including but not limited to, the Louisiana Code of Governmental Ethics.
- 2.3.5 Meetings of the members and directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with Louisiana Open Meetings Law, Louisiana Revised Statute 42:4.1, et seq.
- 2.3.6 The Charter Operator and the members of its Board of Directors individually are responsible for the sound fiscal management of the Charter School. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.3.7 The Charter Operator shall be the final authority in matters affecting the Charter School, including but not limited to, staffing, financial accountability, and curriculum.

- 2.3.8 Should the Charter Operator propose to enter into a contract with another entity to manage the charter school, the Charter Operator agrees to submit all information requested by BESE regarding the management arrangement, including a copy of the proposed contract and a description of the managing company, with identification of its principals and their backgrounds. Pursuant to the Pre-Opening Procedures (**Exhibit B**), the Charter Operator must meet the requirements set out in the Education Service Provider Contract Requirements, incorporated in this Agreement as **Exhibit E**.
- 2.3.9 The Board of Directors of each Charter Operator shall consist of the number of members required by BESE policy.
- 2.4 Age; Grade Range; Number of Students. The Charter Operator shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table, incorporated in this Agreement as **Exhibit F**.
- 2.4.1 The Charter Operator must obtain written approval from LDE prior to commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the projected enrollment or the total enrollment of the School is fewer than fifty (50) students, whichever number is greater. The LDE shall not unreasonably withhold such prior written approval.
- 2.4.2 The Charter Operator may make reasonable modifications as to the number of students in any particular grade and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not eliminate a grade that the Charter School was scheduled to serve without written permission.
- 2.5 Student Recruitment and Enrollment. Enrollment in the School shall be conducted pursuant to an approved Student Recruitment and Enrollment Plan. The Student Enrollment Policies and Procedures for Type 5 Charter Schools in the Recovery School District (the "Student Enrollment Policies and Procedures") shall be incorporated in this Agreement as **Exhibit G**. The Charter Operator's Student Recruitment and Enrollment Plan must be in compliance with **Exhibit G** and applicable state law. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.
- 2.6 School Calendar; Hours of Operation. The days and hours of operation (defined for the purposes of this Paragraph as all days and hours which are identified as instructional time) of the Charter School shall not be materially less (defined for the purposes of this Paragraph as a decrease of five percent (5%) or more in total time) than those set forth in the Application; and in no event shall the days and hours of operation be less than the minimum required by La. R.S. 17:3996(B)(4).
- 2.7 Attendance. Attendance of students at the Charter School shall be in compliance with Louisiana's Compulsory Attendance Laws.
- 2.8 Student Conduct and Discipline. The Charter Operator shall implement a Student Code of Conduct and Discipline Management Plan ("Student Discipline Plan"), which must be in compliance with applicable federal and state laws. The provisions of the Charter Operator's Student Discipline Plan shall incorporate the provisions of the Student Discipline Plan of the district in which the school was located prior to its transfer to the Recovery School District, incorporating necessary changes with respect to the charter school's governing authority. The Charter Operator or its designee shall act as the hearing officer for the expulsion of students and all expulsions may be appealed to the Recovery

School District Superintendent or his designee to conduct a record review of any expulsion.

2.8.1 The Charter Operator shall provide alternative education services for any student expelled from its school for disciplinary offenses.

2.9 Pupil Progression Plan. The Charter Operator shall implement the Pupil Progression Plan ("Pupil Progression Plan") of the district in which the school was located prior to its transfer to the Recovery School District which shall be incorporated in this Agreement as **Exhibit H**. The Charter Operator shall annually submit its Pupil Progression Plan as required by the LDE.

2.10 Student Welfare and Safety. The School shall comply with all applicable federal and state laws concerning student welfare, safety, and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention, and disaster response, and any state regulations governing the operation of school facilities.

2.11 Nonsectarian Status. The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.12 Evaluation. The Charter Operator's performance shall be evaluated in conformance with the Framework for Evaluation of Louisiana Charter Schools ("Evaluation Framework"), incorporated in this Agreement as **Exhibit I**. For purposes of contract extension and revocation decisions, and other evaluations of the Charter School's performance, BESE will rely primarily on the performance standards set forth in the Evaluation Framework.

2.13 Curriculum. Subject to the conditions of this Agreement, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program in a manner that is consistent with state law, including but not limited to, requirements regarding content standards.

2.14 Student Records.

2.14.1 The Charter Operator shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide to the RSD any reports necessary for BESE to meet its reporting obligations. Student records include, but are not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.

2.14.2 The Charter Operator shall comply with the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C.A. 1232g.

2.14.3 If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately transferred to BESE or BESE's designee.

2.14.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking

enrollment.

2.14.4.1 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.

2.14.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.14.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by the LDE.

2.15 Reporting.

2.15.1 The Recovery School District shall be considered the local education agency of the Charter Operator for all state and federal reporting requirements. As the local education agency of the Charter Operator, the Recovery School District shall be permitted access to all data that is maintained by the Charter Operator for the purpose of state and federal reporting and the operation of the Charter School.

2.15.2 The Charter Operator shall supply all reports, test results, and other information that is required under this Agreement, state law, and BESE policy and regulations in a timely manner. The Charter Operator shall supply all data requested by the LDE that is necessary in the management and operation of the RSD in a timely manner and in the manner prescribed by the LDE

2.15.3 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE, which may include the use of a document storage and management system and an oversight and compliance management system.

2.15.4 The Charter Operator shall provide a report to parents of pupils enrolled in the Charter School, the community, and BESE indicating progress toward meeting the performance objectives as stated in the Evaluation Framework at the end of each semester.

2.16 Assessment of Pupil Performance and Procedures for Corrective Action. The Charter Operator will implement the plan for assessment of pupil performance, administration of statewide assessments, and procedures for corrective action contained in the Application and Charter School Evaluation Framework. Any material changes to these provisions may be made only with the approval of the RSD and the Charter School's Board of Directors. The Charter Operator agrees to implement any testing requirements necessary to meet the respective obligations of the Charter School, RSD, and BESE under applicable provisions of federal and state law and policy. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, including but not limited to, those of the federal No Child Left Behind Act.

2.17 Education of Students with Exceptionalities. The Charter Operator will comply with all applicable requirements of federal and state law and BESE policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), La. R.S. 17:1941 et seq. and related provisions of the Student Enrollment Policies and Procedures (**Exhibit G**).

2.18 Volunteer Requirements. Any requirement that parents commit a number of volunteer hours shall be

subject to a waiver process that considers individual family circumstances. The Charter Operator

shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

- 2.19 Oversight Authority. BESE shall have broad oversight authority over the Charter School pursuant to La. R.S. 17:1990 and 3981. All records established and maintained in accordance with the provisions of this Agreement, BESE policies and/or regulations, and federal and state law shall be open to inspection by BESE or its designees.
- 2.20 Site Visits. The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.
- 2.21 Production of Documents. Representatives of the Charter Operator or the administrator of the charter school shall produce all documentation requested by BESE, the Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency within three (3) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.
- 2.22 Services Required to be Provided. The Charter Operator agrees that the Charter School will provide the services set forth and in the manner specified as Services Required to Be Provided ("Required Services"), incorporated in this Agreement as **Exhibit J**, and subject to the terms and conditions specified therein.
- 2.23 Health and Safety. The Charter Operator shall provide appropriate health services and safety protections consistent with applicable law.
- 2.24 Non-Discrimination.
- 2.24.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- 2.24.2 The Charter Operator agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- 2.24.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.25 Notification Requirements.

- 2.25.1 The Charter Operator shall immediately notify the LDE of any conditions that may cause it to vary from the terms of this Agreement, including the approved charter, or from state law or BESE requirements.
- 2.25.2 The Charter Operator shall immediately notify the LDE of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2.25.3 The Charter Operator shall immediately notify the LDE of the arrest of any members of the Charter School's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.
- 2.25.4 The Charter Operator shall immediately notify the LDE of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 2.25.5 The Charter Operator shall immediately notify the LDE of any change in its standing with the Office of the Louisiana Secretary of State.
- 2.25.6 The Charter Operator shall immediately notify the LDE if its enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Department of Education and/or BESE.

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SECTION 3. SCHOOL FINANCIAL MATTERS

3.1 Funding.

- 3.1.1 Prior to the beginning of the new fiscal year, the Charter School Operator shall report enrollment projections for the upcoming school year in the manner prescribed by the LDE.
- 3.1.2 The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD, which may include differentiated funding for certain students, including students identified as being eligible for special education services. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy"), incorporated in this Agreement as **Exhibit K**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract.
- 3.1.3 Except as otherwise provided herein, the Charter Operator shall be a local education agency for the purpose of applying for state and federal funds and shall be responsible for submitting its own consolidated application for federal funds. The RSD shall make all determinations with respect to the local education agency of the Charter Operator for the purpose of applying for E-Rate funding. For all other state and federal grant funds, schools under the jurisdiction of the RSD may seek such state and federal funds as the Charter Operator deems appropriate.
- 3.1.4 Monthly Minimum Foundation Program ("MFP") allocations will be transferred to the Charter School not later than the 25th of each month, and the first Minimum Foundation Program allocation shall occur in July 2009. The Charter School will report student, staff, and financial information in the manner prescribed by the LDE and allocations may be adjusted during the year, as necessary to reflect the actual student count, staff count, and prior year local revenues.
- 3.1.4.1 The Louisiana Department of Education is permitted to withhold a percentage of each Charter School's MFP funds to provide administrative functions and services deemed necessary by the Recovery School District and the Louisiana Department of Education, in accordance with law. Each fiscal year, the Recovery School District will provide Charter Operator a delineation of administrative functions and services to be provided to the Charter School by the Recovery School District and Louisiana Department of Education and the costs associated with these services in advance of the October 1st student count.
- 3.1.5 The continuation of this Charter Contract is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 3.1.6 No liability shall accrue to BESE, the Recovery School District, the Department of Education, the State of Louisiana, or any political subdivision of the state in the event Paragraph 3.1.5 is

exercised. Neither the State of Louisiana, nor BESE, nor the Recovery School District, nor the Department of Education shall be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph.

- 3.1.7 Notwithstanding the foregoing, the Charter Operator acknowledges that the LDE may, at its discretion, withhold funds to charter schools that do not submit requested data to Board staff, the Department of Education, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting.

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("Superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy, incorporated in this Agreement as **Exhibit K**.
- 3.2.2 The Charter Operator shall clearly note on each budget it submits to the State Superintendent of Education the total amount of any surpluses of any public funds that have accrued. BESE reserves the right to compel the Charter Operator to submit a plan, subject to LDE approval, for the expenditure of any such surpluses and the implementation of the approved plan. The Charter Operator reserves the right to submit a long-term, multi-year plan, not to exceed the term of its charter or any renewal thereof.
- 3.2.3 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by BESE and LDE prescribing forms and practices for budgeting, accounting, and financial reporting, including but not limited to, those prescribed in the Fiscal Oversight Policy (**Exhibit K**).
- 3.2.4 The Charter Operator shall conduct and submit to the LDE an annual independent audit to be conducted by a certified public accountant in accordance with La. R.S. 24:513 et seq., and 17:3996(F), the cost of which shall be borne by the Charter Operator.

3.3 Qualified and Competent Business Professional.

- 3.3.1 The Charter Operator shall retain for the duration of this Charter a Qualified and Competent Business Professional, as defined in BESE policy, to produce all financial and accounting information and reporting required by this Charter Contract, state law, and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor. The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product and thereby affirming that the information contained therein is true and accurate. All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate.
- 3.3.2 The Charter Operator shall ensure that a Qualified and Competent Business Professional validates all pupil count reports submitted by the Charter Operator to the Department of Education and BESE.

3.3.3 The Charter Operator shall ensure that a Qualified and Competent Business Professional is responsible for validating all inventory reports submitted to BESE by the Charter Operator.

3.4 Tuition and Fees. The Charter Operator shall not charge any pupil tuition or an attendance fee of any kind.

3.5 Financial Records. All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Louisiana Public Records Act. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to the LDE.

3.6 Assets.

3.6.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all assets purchased with any public funds shall automatically revert to the full ownership of BESE.

3.6.2 If the charter school fails to open and serve pupils or closes for any reason, including the revocation of its Charter, the Charter Operator shall immediately refund all equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment .

In the event of a voluntary surrender of the Charter, the Charter Operator shall immediately refund all such equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between BESE and the Charter Operator, BESE shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.

3.6.3 If the charter school fails to open and serve pupils or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the Department of Education, or to any other federal funding source, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits.

3.6.4 The Charter Operator shall maintain records of any assets acquired with any private funds that remain the property of the Charter Operator. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to BESE.

3.6.5 The Charter Operator shall maintain a complete and current inventory of all school property in compliance with BESE policy and shall update the school property inventory quarterly.

3.6.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with

any public funds and shall produce evidence of such upon request by BESE or its designee.

3.6.7 The Charter Operator agrees to manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein prior to the Charter School's conversion to a Type 5 charter school in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.

3.7 Insurance. The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Agreement, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the insurance plan may be made only with the approval of the LDE and the Board of Directors of the Charter School. Without limiting any obligations or liabilities of the Charter Operator under this Agreement, the Charter Operator shall provide and maintain during the course of this Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:

3.7.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of [REDACTED]

3.7.2 Comprehensive General Liability insurance with a minimum combined single limit of \$ [REDACTED] each occurrence.

3.7.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than [REDACTED] for each occurrence with respect to the school's owned, hired, or non-owned vehicles, assigned to or used in performance of the services offered by the school.

3.7.4 Property Insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds.

3.7.5 Errors and Omissions Liability Insurance conforming to the following requirements:

- i. Errors and Omissions Liability Insurance shall cover the Charter Operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification.
- ii. The insurance shall be subject to a maximum deductible not to exceed [REDACTED] per claim.
- iii. The minimum limits to be maintained by the Charter Operator shall be no less than [REDACTED] per claim/annual aggregate.

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SECTION 4. PERSONNEL

- 4.1 Employment Matters. The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE. The Charter Operator shall complete and submit to BESE the Collective Bargaining Option Form, incorporated in this Agreement as **Exhibit L**. The Charter Operator shall also complete and submit to BESE the Teachers' Retirement System of Louisiana Option Form, incorporated in this Agreement as **Exhibit M**.
- 4.2 Instructional Providers. The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.3 Paraprofessionals. Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.4. Criminal History Review.
- 4.4.1 No person who has been convicted of, or who has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) shall be hired for a position of supervisory or disciplinary authority over school children by a public charter school or public school system, unless approved in writing by a district judge and the district attorney of the parish. For the purposes of this Paragraph, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services, shall be considered to be hired by the charter school.
- 4.4.2 No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the management board, who has been convicted of, or who has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.
- 4.4.3 The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.
- 4.4.4 A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

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SECTION 5. CHARTER TERM, RENEWAL & REVOCATION

5.1 Three-Year Term. This Charter School Contract shall be effective upon complete execution for an initial term of three years and will terminate on June 30, 2012, unless BESE grants the Charter Operator a two-year extension of the Charter School Contract pursuant to La. R.S. 17:3992 and 17:3998.

5.2 Two-Year Extension.

5.2.1 BESE shall conduct a Third-Year Evaluation of the Charter School based on site visits, the Charter School's annual performance reports, and any other information BESE deems relevant and necessary to making a contract extension decision pursuant to La. R.S. 17:3992 and 17:3998(A)(2) and BESE policy.

5.2.2 The Charter Contract shall be extended for a period of two (2) fiscal years if BESE determines that the charter school is meeting the student, financial, and legal, and contract standards set forth in the Evaluation Framework incorporated as **Exhibit I**.

5.2.3 BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any material deficiencies that BESE identifies.

5.2.4 If BESE grants the Charter Operator a two-year extension of this Agreement, the extension will terminate on June 30, 2014.

5.3 Renewal. Upon completion of the charter school's fifth year of operation, the Charter Contract may be renewed at the discretion of BESE pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and BESE policy.

5.4 Revocation.

5.4.1 As provided by law, BESE may terminate or revoke this Agreement at any time upon a determination and affirmative vote by a majority of BESE that the Charter Operator, its board members, officers or employees did any of the following:

- i. Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
- ii. Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved charter.
- iii. Failed to meet generally accepted accounting standards of fiscal management.
- iv. Violated any provision of law or policy applicable to a charter school, its officers, or employees.

5.4.2 This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The

termination and revocation shall be effective upon receipt of the notice of termination by the Charter Operator.

5.5 Mandates in Recovery School District Law. This Charter Contract shall be subject to the provisions of the Recovery School District law with respect to the return of schools to the administration and management of the transferring school system.

5.6 Dissolution. The Charter Operator shall have adopted an approved dissolution plan ("Dissolution Plan") within one year of the effective date of this Agreement.

5.6.1 BESE will promulgate a model Dissolution Plan that it shall pre-approve for adoption by the Charter Operator. In the alternative, the Charter Operator may develop and submit a School-Specific Dissolution Plan for approval. BESE may require the Charter Operator to modify a School-Specific Dissolution Plan, but approval will not be unreasonably withheld.

5.6.2 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the Dissolution Plan and applicable law. BESE shall, at its discretion, have authority to supervise, oversee, or direct the dissolution of the business and affairs of the charter school.

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SECTION 6. MISCELLANEOUS

- 6.1 Entire Agreement. The Charter Operator and BESE intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.
- 6.2 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:

In case of the Charter Operator:

President or Chair of Board of Directors of Charter Operator

Christel Slaughter
9331 Bluebonnet Boulevard
Baton Rouge, LA 70810

In the case of the Board of Elementary and Secondary Education:

Executive Director
Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, LA 70804

6.3 Indemnification and Disclaimer of Liability.

- 6.3.1 The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of BESE, except as required by law or this Agreement and that BESE does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.
- 6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of BESE to any third party. The Charter Operator shall clearly indicate to vendors and other entities and individuals outside BESE that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of BESE.
- 6.3.3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Recovery School District, the Department of Education, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District or the Department of Education on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.

- 6.3.4 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent of BESE, the Recovery School District, the Department of Education, or the State of Louisiana.
- 6.3.5 The parties acknowledge that neither BESE, nor the Recovery School District, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.6 The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 6.4 Waiver. The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.5 Assignment. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.
- 6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 6.6.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.
- 6.6.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 5 charter schools, and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application and this Agreement.
- 6.7 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.
- 6.8 No Third Party Beneficiary. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to BESE and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.
- 6.9 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- 6.10 Material Amendment. Any material amendment to this Agreement will be effective only with approval of both BESE, or its designee, and the Charter School's Board of Directors.

6.10.1 The Charter Operator will submit any proposed Material Amendment to BESE in accordance with guidance of BESE and/or the LDE.

6.10.2 Changes to the Agreement that constitute Material Amendments include, but are not limited to, the following:

- Changes in legal status; ownership; or management, including the structure of the governing board.
- Changes in the school's mission.
- Enrollment in excess of 120% of the total number of students authorized in the approved Application.
- Changes in grade levels served.
- Changes in school location (change of site and/or adding or deleting sites).
- Changes in the school calendar resulting in the number of days and hours of instruction being materially less, as defined in Paragraph 2.6, than those set forth in the Application.
- Changes in admission procedures.
- Changes in Special Education procedures.
- Changes in curriculum or methodology.
- Changes in the method(s) used to measure pupil progress.
- Changes in signing authority for the Charter School.
- Change in option expressed in Exhibits L.
- Change in option expressed in Exhibit M.

6.11 Non-Material Amendment. A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to BESE.

6.11.1 The Charter Operator will notify BESE of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.

6.11.2 A Non-Material Amendment by the Charter Operator will be effective ten (10) days following Notification, unless BESE notifies the Charter Operator that it objects to the proposed Amendment. A non-material amendment by BESE via BESE regulations or policies or any amendments thereto will be effective immediately unless a different effective date is stated therein.

6.11.3 Non-Material Amendments to the Agreement are limited to the following:

- Changes to the mailing address, telephone, and/or fax number of the Charter School.
- Changes to the contact person located at the Charter School site.
- Amendments to the Charter Operator's bylaws.

6.12 Other Amendments. The Charter Operator shall report to BESE any Amendment to this Charter Contract not specifically listed in Paragraphs 6.10.2 or 6.11.3 and a determination will be made as to whether the amendment constitutes a material amendment requiring BESE approval as set forth in Paragraph 6.10.

6.13 Order of Precedence. In the event that any part of **Exhibit A** (the Charter Operator's Application) conflicts with any provision in Sections 1 through 6 of this Charter School Contract and/or with any

provision in Exhibits B through M, including any documents submitted pursuant to said exhibits, the provisions of this Charter School Contract and Exhibits B through M, including any documents submitted pursuant to said exhibits, shall take precedence over Exhibit A.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**LOUISIANA STATE BOARD OF ELEMENTARY
AND SECONDARY EDUCATION:**

By: *Keith Guice* 8-20-09
BESE PRESIDENT DATE

CHARTER OPERATOR:

By: [REDACTED] June 10, 2009
DATE

**CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT**

TABLE OF EXHIBITS

Exhibit A: Approved Charter Application (The original charter application is not attached to this charter contract but will be kept on file at the offices of the State Board of Elementary and Secondary Education)

Exhibit B: Pre-Opening Procedures

Exhibit C: Disclosure of Financial Interest and Conflict of Interest Form (for prospective Charter School Board Members)

Exhibit D: Affirmation of Eligibility to Serve (for prospective Charter School Board Members)

Exhibit E: Education Service Provider Contract Requirements

Exhibit F: Enrollment Projection Table

Exhibit G: Student Enrollment Policies and Procedures

Exhibit H: Pupil Progression Plan

Exhibit I: Charter School Evaluation Framework

Exhibit J: Services Required to Be Provided

Exhibit K: Fiscal Oversight Policy

Exhibit L: Collective Bargaining Option

Exhibit M: Teachers' Retirement System of Louisiana Option

CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009

The Louisiana Department of Education and the Recovery School District are committed to ensuring the successful on-time opening of new charter schools. Toward that end, the LDE and RSD staff will monitor and assess each school's readiness to open. The chart below outlines specific tasks, based on the Louisiana charter school law as well as laws applying to all public schools, which the charter school's governing board and leadership must fulfill to demonstrate that it is fully prepared to open and serve students well.

All documentation described below should be sent to:

Louisiana Department of Education
 Charter Schools Office
 1201 North 3rd Street
 Room 4-236
 Baton Rouge, LA 70804

ATTN: Patricia McFarland

Failure to submit documentation in sufficient/timely manner may result in LDE taking action to prohibit the opening of the school.

Additional documentation may be required prior to the opening of the school year. LDE or RSD staff will contact schools directly for any additional information requirements and/or changes to the below list.

Category A				
<u>ENROLLMENT AND ADMISSIONS</u>	1. Submit Non-profit Board approved Enrollment Policy for LDE approval. (Note: The student enrollment process may NOT begin until LDE has approved the school's enrollment policy.)	La. R.S. 17:3991(C)(1) Charter Contract Exhibit F RSD's Student Enrollment Policies and Procedures for Type 5 Charter Schools ;BESE Motion	April 27	
	2. Submit five-year enrollment projections, including expansion plans for grades and total enrollment.	Charter School Contract Exhibit E (Enrollment Projection Table)	April 27	
	3. Submit roster of enrolled students, including name, address, grade and prior school attended.	Use LDE's Roster for Student Admission in Type 5 Charter Schools, 2009 -2010 School Year	August 1 or 10 days prior to school opening	

** The Due Date represents the date the item must be received by the Charter School Office.

Exhibit B Page 1 of 6

**CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009**

Category B <u>GOVERNANCE</u>	1. Submit Non-profit Board of Director officer appointments (Chair/President, Treasurer, etc).		April 30	
	2. Submit schedule of Non-Profit Board Meetings (including date, time, and location) for the 2009-2010 school year.		April 30	
	3. Submit Proof of Non-Profit Status (Certificate of Incorporation)	La. R.S. 17: 3991(A)(1)(a) Charter School Contract	April 30	
	4. Submit a resume, disclosure of financial interest, and conflict of interest statement, and affirmation of eligibility to serve for each member of the Non-profit Board of Directors.	La. R.S. 17: 3991(A)(1)(c) Use LDE Forms: Charter School Contract Exhibit M (Disclosure of Financial Interest and Conflict of Interest) and Exhibit N (Affirmation of Eligibility to Serve)	April 30	
	5. Submit Non-profit Board-approved Bylaws with conflict of interest policy for LDE approval		April 30	
	6. Submit plan for Non-profit Board Training(s) (including background and expertise of organization providing training, scheduled dates, and topics). Verification of participation will be requested from service provider.		April 30	
	7. Submit proof of application to Internal Revenue Service for Federal tax exemption status	See Internal Revenue Services website	April 27	

** The Due Date represents the date the item must be received by the Charter School Office.

**CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009**

	8. Submit proof of Federal tax exemption status				
Category C <u>EDUCATIONAL PROGRAM</u>	1. Submit Non-profit Board-approved mission statement.		April 27		
	2. Submit Non-profit Board-approved Student Handbook to LDE for approval. Student Handbook shall include, but not be limited to, student discipline policies, suspension and expulsion policies and dress code. (Note: specific guidance on the parameters of student expulsion is forthcoming.)		June 23		
	3. Submit school calendar, including official start date for the 2009-2010 school year.		June 23		
	1. Submit resume for Principal and emergency contact information.		August 1		
Category D <u>ADMINISTRATION AND STAFF</u>	2. Submit roster of staff roster that details teaching qualifications, including certification and federal NCLB "highly qualified teacher requirements" for teachers of core academic subjects.	La. R.S. 17:3991(C)(6)(b); Charter School Contract	August 1		
	3. Submit written documentation that criminal background checks have been completed on all school staff and volunteers that come into direct contact with the school's students.	La. R.S. 17: 3991(E)(5)(a)	August 1 or 10 days prior to school opening.		

** The Due Date represents the date the item must be received by the Charter School Office.

Exhibit B Page 3 of 6

CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009

Category E <u>MANAGEMENT</u> <u>CONTRACT</u>	1. Submit Management Contract (if applicable) for LDE compliance review.	Charter School Contract: Exhibit D (Education Service Provider Contract Requirements)	June 8		
	1. Submit budget, with detailed assumptions for ALL revenues and expenditures, for the first year of operation. (Note: The fiscal year for the first year of operation is July 1, 2009 through June 30, 2010.)	La. R.S. 17:3996(G) Charter School Contract USE LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls	June 23		
Category F <u>BUDGET</u>	2. Submit monthly cash flow projection for the first year of operation.	Charter School Contract USE LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls	June 23		
	3. Submit five-year budget, including general assumptions used to project budget (i.e. changes in enrollment, number of teachers, projected increase in revenue or expenditures, salary increases, etc)	Charter School Contract Use LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls	June 23		
	4. Submit Federal Charter Schools Program Grant Application		By deadlines established by LDE		

** The Due Date represents the date the item must be received by the Charter School Office.

**CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009**

Category G <u>FINANCIAL</u> <u>MANAGEMENT</u>	1. Submit W-9 and Electronic Fund Transfer (EFT) Enrollment Form	See Division of Administration – Office of Statewide Reporting and Accounting Policy for specific instructions.	April 27		
	2. Submit documentation of engagement of a Certified Public Accountant to conduct an independent financial audit. Include a detailed description of services to be provided.	La. R.S. 17:3996(F) Charter School Contract	June 23		
	3. Submit resume and qualifications for individual(s) to provide the business services for the school including a detailed job description for the position responsible for the daily collection of financial data.		July 13		
	1. Submit contract signed by Nonprofit Board President		June 8		
Category H <u>CONTRACT</u> <u>EXECUTION</u>					
Category I <u>INSURANCE</u>	1. Submit Proof of Insurance for insurance required in the Charter School Contract	Charter School Contract	June 30		

** The Due Date represents the date the item must be received by the Charter School Office.

Exhibit B Page 5 of 6

**CHARTER SCHOOL CONTRACT: EXHIBIT B
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
2009**

Category J <u>NON-RSD FACILITY</u>	1. Submit location address, lease agreement and zoning, land and building use permits	Charter School Contract: Exhibit B (Facility Assignment Plan)	June 30		
Category K <u>NON-RSD FACILITY</u>	1. Submit inspection reports (fire, health, city building)	Charter School Contract: Exhibit B (Facilities Assignment Plan)	N/A		
Category L <u>SCHOOL FACILITY AND BUILDING SAFETY</u>	1. Submit Safety and Emergency Plan		August 1		
Category M <u>NUTRITION SERVICES</u>	1. Submit documentation of Food Service and Nutrition Program.		August 1		
Category N <u>TRANSPORTATION</u>	1. Submit transportation plan.	Charter School Contract: Exhibit J (Services Required to Be Provided)	August 1		

** The Due Date represents the date the item must be received by the Charter School Office.

EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Dr. Christel Slaughter
2. Position on board (i.e., chair, treasurer, committee chair, etc.): President
 Term Begins: February 2005 Term Expires: 2010
3. Home address: [REDACTED]
4. Business address: 9331 Bunkin Street Blvd., Baton Rouge, LA 70810
5. Daytime phone: [REDACTED] 5. Email: [REDACTED]
6. Name of charter school: ABIZ Charter School Incubator
7. Are you an employee of the school? NO
8. Are you a member of a city, parish or other local school board? NO
 If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? NO
 If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? NO
 If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

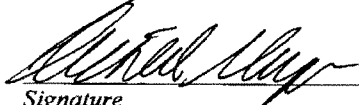
calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:


Signature

8/2/09
Date

CHARTER SCHOOL CONTRACT: EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Patricia D Jackson
2. Position on board (i.e., chair, treasurer, committee chair, etc.): Member
- Term Begins: June 2008 Term Expires: TBA
3. Home address: [REDACTED]
4. Business address: 2352 Hospital Road New Roads LA 70060
5. Daytime phone: [REDACTED] 5. Email: [REDACTED]
6. Name of charter school: _____
7. Are you an employee of the school? No
8. Are you a member of a city, parish or other local school board? No
- If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? No
- If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? No
- If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

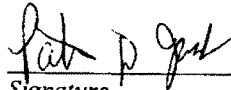
12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:


Signature

8/6/09
Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Theron Smith
2. Position on board (i.e., chair, treasurer, committee chair, etc.): member
Term Begins: June 2008 Term Expires: TBA
3. Home address: [REDACTED]
4. Business address: 305 Parent St New Rndy LA. 70760
5. Daytime phone: [REDACTED] 5. Email: [REDACTED]
6. Name of charter school: Pointe Coupee Central
7. Are you an employee of the school? No
8. Are you a member of a city, parish or other local school board? No
If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? No
If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? No
If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:


Signature

8/6/09
Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): DANIEL J BEVAN
2. Position on board (i.e., chair, treasurer, committee chair, etc.): MEMBER
Term Begins: June 2008 Term Expires: TBA
3. Home address: [REDACTED]
4. Business address: 9636 S. SHERWOOD FOREST BLVD. BATON ROUGE, LA 70816
5. Daytime phone: [REDACTED] 5. Email: [REDACTED]
6. Name of charter school: ABR Charter School Initiative
7. Are you an employee of the school? NO
8. Are you a member of a city, parish or other local school board? NO
If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? NO
If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? NO
If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)
NONE			

Signed under the penalties of perjury:

Daniel J. Bevan
Signature

AUGUST 5, 2009
Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Preston J. Castille, Jr.

2. Position on board (i.e., chair, treasurer, committee chair, etc.): Member

Term Begins: January 2008

Term Expires: July 2011

3. Home address: [REDACTED]

4. Business address: 451 Florida Street, Fifth Floor, Baton Rouge, LA 70801

5. Daytime phone: [REDACTED]

5. Email: [REDACTED]

6. Name of charter school: ABTC Charter School Initiative

7. Are you an employee of the school? NO

8. Are you a member of a city, parish or other local school board? NO

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? NO

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? NO

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

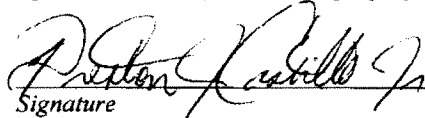
calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:


Signature

8/5/09
Date

EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Albert D. Seane II, MD

2. Position on board (i.e., chair, treasurer, committee chair, etc.): Member

Term Begins: January 2008

Term Expires: TBA

3. Home address: [REDACTED]

4. Business address: 8595 Piccadilly #310, Baton Rouge, LA 70809

5. Daytime phone: [REDACTED]

5. Email: [REDACTED]

6. Name of charter school: ABIT Charter School Initiative

7. Are you an employee of the school? NO

8. Are you a member of a city, parish or other local school board? NO

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? NO

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? NO

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:

AD Sam
Signature

8/6/19
Date

EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): John Spain

2. Position on board (i.e., chair, treasurer, committee chair, etc.): Treasurer

Term Begins: February 2005 Term Expires: January 2012

3. Home address: [REDACTED]

4. Business address: 402 N. 4th Street, Baton Rouge LA 70802

5. Daytime phone: [REDACTED] 5. Email: [REDACTED]

6. Name of charter school: ABTC Charter School Initiative

7. Are you an employee of the school? No

8. Are you a member of a city, parish or other local school board? No

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? No

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? No

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

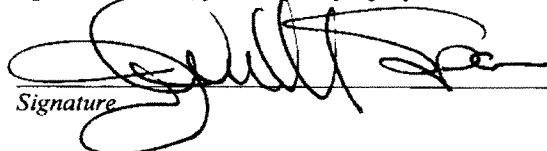
calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:


Signature

2-6-2009
Date

EXHIBIT C

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): Jeff English
2. Position on board (i.e., chair, treasurer, committee chair, etc.): Secretary
Term Begins: January 2008 Term Expires: January 2010
3. Home address: [REDACTED]
4. Business address: 3043 Old Forge Dr., Baton Rouge, LA 70808
5. Daytime phone: [REDACTED] 5. Email: [REDACTED]
6. Name of charter school: ABR Charter School Initiative
7. Are you an employee of the school? NO
8. Are you a member of a city, parish or other local school board? NO
If yes, state position held and jurisdiction served: _____
9. Are you an elected public official? NO
If yes, state position held, jurisdiction served and appointment date: _____
10. Do any members of your immediate family currently serve on the same charter school governing board? NO
If yes, state family member name(s) and relationship: _____
11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)
None			

12. Identify each charter school located in any other state in the United States in which, during the previous

EXHIBIT D

Affirmation of Eligibility to Serve by a *Charter School Governing Board Member*

I, Christel Slaughter, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:



8/3/09

Name

Date

File *original* with:

Charter School Office
Suite – 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

CHARTER SCHOOL CONTRACT: EXHIBIT D

**Affirmation of Eligibility to Serve
by a *Charter School Governing
Board Member***

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

I, Patricia Jackson, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

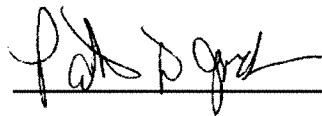
Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:



Name

8/6/09

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT D

Affirmation of Eligibility to Serve by a Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

I, Theron Smith, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Theron Smith 8/6/09
Name Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT D

Affirmation of Eligibility to Serve by a *Charter School Governing Board Member*

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

I, DANIEL J. BEVAN, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Daniel J. Bevan

Name

AUGUST 5, 2009

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

EXHIBIT D

**Affirmation of Eligibility to Serve
by a Charter School Governing
Board Member**

I, Proton Castille, Jr., am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

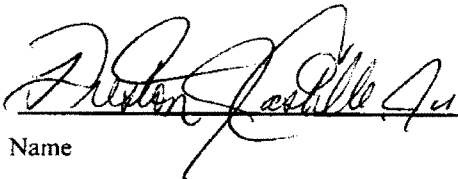
Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

 8/5/09
Name Date

File original with:

Charter School Office
Suite - 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

EXHIBIT D

Affirmation of Eligibility to Serve by a *Charter School Governing Board Member*

I, Albert Sam II, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

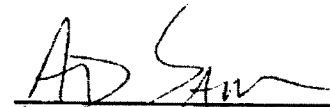
Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

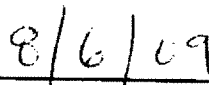
I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:



Name



Date

File original with:

Charter School Office
Suite - 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

EXHIBIT D

Affirmation of Eligibility to Serve by a Charter School Governing Board Member

I, John Spruiell, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

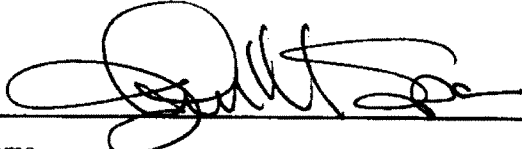
Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:


Name _____ Date 8-6-09

File original with:

Charter School Office
Suite - 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

EXHIBIT D

Affirmation of Eligibility to Serve by a *Charter School Governing Board Member*

I, Jeff English, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.


Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:


Name _____ Date 8/04/09

File *original* with:

Charter School Office
Suite - 4-326
P.O. Box 94064
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Charter School Director

CHARTER SCHOOL CONTRACT: EXHIBIT E

EDUCATION SERVICE PROVIDER CONTRACT REQUIREMENTS

In the event the Charter Operator intends to contract with a third party for comprehensive school management or operations services ("Service Agreement"), the following requirements must be met by the Charter Operator prior to opening:

- I. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Agreement") without first submitting such Service Agreement to the State Board of Elementary and Secondary Education for review and approval.
- II. Submission of Service Agreement. The Service Agreement shall be submitted to BESE no later than thirty (30) days prior to its effective date. If BESE determines that the Service Agreement does not comply with the provisions set forth in Section III ("Required Terms of Service Agreement") of this Exhibit, or that the Charter Operator's entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter School Law or the school's Charter School Contract, then BESE shall notify the Charter Operator within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by BESE have been remedied to BESE's reasonable satisfaction.
- III. Required Terms of Service Agreement. The Service Agreement shall include, without limitation, the following Required Terms:
 - a. The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Contract.
 - b. The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter Operator in the management and operation of the Charter School, including development, approval and oversight of the Charter School's budget; development, approval and oversight of the Charter School's curriculum; and oversight of the Service Provider's services.
 - c. The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School's budget and curriculum.
 - d. The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter Operator including expressly addressing how the Charter Operator will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the School Evaluation Framework.

CHARTER SCHOOL CONTRACT: EXHIBIT E

- e. The Service Agreement shall be terminable by the Charter Operator, in accordance with its established termination procedures: (a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter School Contract or that causes the Charter Operator or Charter School to be in violation of the Charter Schools Law; or (b) for other good cause as agreed by the Charter Operator and the Service Provider.
- f. The Service Agreement shall require that the Service Provider furnish the Charter Operator with all information deemed necessary by the Charter Operator or the RSD for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 3 ("School Financial Matters") of the Charter School Contract.
- g. The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by BESE or, if BESE has not prescribed a format, in GAAP/FASB approved nonprofit format.
- h. The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of the Charter School.
- i. The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
- j. The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by Section 3 ("School Financial Matters") of the Charter School Contract.
- k. The Service Agreement shall provide that Louisiana law governs any legal proceeding arising out of a dispute between the Charter Operator and the Service Provider.
- l. The Term of the Service Agreement shall not exceed the term of the school's charter or Charter School Contract.

IV. Financial Reporting.

- a. **Budget.** The budget prepared by the Charter Operator pursuant to Section 3 of the Charter School Contract shall include, without limitation, the following itemized information:
 - i. All expenses and anticipated expenses associated with the operation and management of the Charter School.

CHARTER SCHOOL CONTRACT: EXHIBIT E

- ii. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the Service Agreement by the Charter School. Such reporting should make clear the sources of revenue on which fees are based.
 - iii. All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv. All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
 - b. **Quarterly Financial Statements.** Quarterly financial statements filed by the Charter Operator pursuant to the Charter School Fiscal Oversight Policy, Exhibit I of the Charter Contract, shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
 - c. **Annual Audit.** The Financial Audits required under Section 3 ("School Financial Matters") of the Charter School Contract shall include review of all fees and payments made by the Charter Operator to the Service Provider.
 - d. **Reporting of Loans and Investments.** All loans to, or investments in, the Charter Operator or the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.
- V. Construction.
Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter Operator to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Contract.

CHARTER SCHOOL CONTRACT: EXHIBIT F

**ENROLLMENT PROJECTION TABLE
CHARTER SCHOOL CONTRACT**

Name of Charter School: Lanier Elementary School

Grade Level	Year 1 July 2009 - June 2010	Year 2 July 2010 - June 2011	Year 3 July 2011 - June 2012	Year 4 July 2012 - June 2013	Year 5 July 2013 - June 2014
PK	21	21	21	21	21
K	49	47	47	47	47
1	56	51	49	52	52
2	57	52	53	54	54
3	66	61	56	51	51
4	30	35	40	45	45
5					
6					
7					
8					
9					
10					
11					
12					
TOTALS	334	319	319	317	317

Signature of Charter Operator's
Authorized Representative

Date

File original with:
Louisiana Department of Education
Charter School Office
1201 North Third Street, Suite 3-326
Baton Rouge, LA 70802
ATTN: Charter School Director

CHARTER SCHOOL CONTRACT: EXHIBIT G

STUDENT ENROLLMENT POLICIES AND PROCEDURES FOR TYPE 5 CHARTER SCHOOLS IN THE RECOVERY SCHOOL DISTRICT

The State Board of Elementary and Secondary Education (BESE) and the Recovery School District (RSD) are committed to ensuring that the student enrollment process across all charter schools is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for new charter schools within the RSD.

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

The Louisiana Department of Education (LDE) will review the school's approved enrollment policy and any application materials (i.e. written application, recruitment flyer) to ensure consistency with the Louisiana charter school law.

Non-Discrimination Requirement

Charter schools that operate within the Recovery School District are public schools and are open to all students eligible for enrollment as provided by law. Charter schools may **not** discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases.

CHARTER SCHOOL CONTRACT: EXHIBIT G

ENROLLMENT PERIOD

The Charter Operator shall conduct an enrollment process and lottery at least once a year prior to the beginning of the school year.

Once the enrollment policy for the charter school is approved by Louisiana Department of Education (LDE), the school may start its official enrollment period.

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications. Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months;
- Publicize the application deadline in multiple venues with reasonable notice of at least **one month** before the deadline;
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

Thus, the earliest that a charter school can begin accepting applications is following the approval of its enrollment policy by the LDE. The earliest date on which the lottery can be held is thirty (30) days following the application period start date in its approved enrollment policy.

Recommended Practice in Recruiting Students

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the city;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have enrollment requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

CHARTER SCHOOL CONTRACT: EXHIBIT G

Acceptable Initial Application Requirements

- Charter school **may** require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools **may** require proof of eligibility to attend the charter schools based on a student's residency (such requirement may **not** be made of homeless students), as defined herein.
- Charter schools **may** require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools **may** encourage (not require) parents/guardians to attend informational sessions.

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school.

Eligibility to Attend

Eligible Students. Students eligible to attend the Charter School include students who would have been eligible to enroll in or attend the pre-existing school under the jurisdiction of the parish public school board ("prior system") or other public school entity prior to its transfer to the Recovery School District.

Choice Students. In addition, any student who is eligible to participate in a school choice program established by the prior system shall be permitted to enroll in any school operated under the jurisdiction of the Recovery School District which has capacity for another student in the appropriate grade.

At the time of the transfer of a school to the Recovery School District, the parent or guardian with responsibility for decisions regarding the education of any student attending a transferred school or any student who would be assigned to attend a transferred school shall be able to continue to have their child enrolled in and attend a school under the jurisdiction of the Recovery School District or may exercise an option, if one is made available by the city, parish, or other local public school board from which the school is being transferred to have the child enroll in or attend another school operated by the school board.

CHARTER SCHOOL CONTRACT: EXHIBIT G

Cooperative Endeavor Students. In accordance with any cooperative endeavor agreement entered into between the local school district in which the Charter School is located and the Recovery School District, the Charter School shall allow any student enrolled in a school under the jurisdiction of the local school district to enroll in the Charter School, if the Charter School has sufficient capacity for the student at the appropriate grade.

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should:

- Translate the application in languages spoken by the prospective population.
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website).

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by LDE.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law. BESE will monitor all schools for compliance with the law to ensure equal access for ALL students. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in public schools in the parish in which the school is located.

ADMITTING STUDENTS AND CONDUCTING THE LOTTERY

The first date on which a lottery can be held is thirty (30) days following the application period start date in the charter school's approved enrollment policy.

The following requirements apply to Type 5 charter schools transferred to the Recovery School District pursuant to La. R.S. 17:10.5:

In the school's first year of operation, at the conclusion of the application period, applications for students who would have been eligible to enroll in or attend the pre-existing school under the jurisdiction of the prior system ("Eligible Students") shall be given preference over all other applicants (they must be automatically admitted and are exempt from participation in a lottery), unless the charter schools receives more applications from Eligible Students than the number of available spaces. If the charter school receives more applications from Eligible Students than spaces available, the school must conduct a lottery for Eligible Students to fill available slots.

CHARTER SCHOOL CONTRACT: EXHIBIT G

Following the admission of Eligible Students, if there are spaces available, the charter school may admit any applicant who is eligible to participate in a school choice program ("Choice Students"). If the charter school receives more applications from Eligible Students than spaces available, the school must conduct a lottery to fill available slots with Choice Students.

If, after enrolling all students who were Eligible Students and Choice Students, the Charter School shall enroll Cooperative Endeavor Students, if the Charter School has capacity for the student at the appropriate grade. The enrollment of these students in the charter school shall be in compliance with any cooperative endeavor entered into between the Recovery School District and the local school district pursuant to La. R.S. 17:1990(F)(4).

The following requirements apply to all charter schools:

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings. Students previously enrolled in the school shall be provided with an automatic right to continued admission to the charter school, regardless of the student's performance, his or her advancement to a higher grade, or any other condition.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies. The waiting list must be maintained for the entirety of each school year. When filling a space that becomes available, the charter school must admit students from the waiting list in the order in which the names were drawn, as set forth in the waiting list.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery, if Necessary:

- Separate applications, by grade level, into three categories:

Category A – Eligible Students;

Category B – Choice Students; and

Category C – Cooperative Endeavor Students

CHARTER SCHOOL CONTRACT: EXHIBIT G

- For each grade level, draw names first from Category A. If all names have been pulled from Category A and slots for a given grade remain, pull names from Category B. If all names have been pulled from Category B and slots for a given grade remain, pull names from Category C.

- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools **must**:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify LDE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide:

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

Schools may find that they have admitted students that do not show up on the first day of school. A school is only required to hold a slot for two weeks. Thus, if an admitted student does not

CHARTER SCHOOL CONTRACT: EXHIBIT G

attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend school within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

PUPIL PROGRESSION PLAN
2009-2010

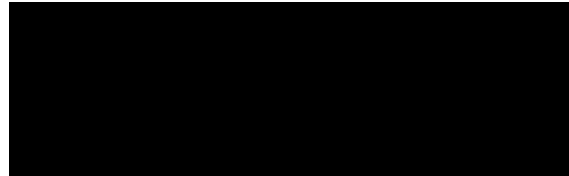
EXHIBIT H

RETURN BY FAX NO LATER THAN THE CLOSE OF BUSINESS (4:30 P.M.) May 15, 2009

School Name Lnier Elementary School

☒ My school follows the Pupil Progression Plan of the East Baton Rouge
Parish School System.

☐ My school does not follow the Pupil Progression Plan of the district in which we are located.
We will submit a Pupil Progression Plan following the guidelines and format developed by the
Louisiana Department of Education. I understand that the Plan must be submitted no later than
August 17, 2009.



Date 6/25/09

RETURN BY FAX NO LATER THAN THE CLOSE OF BUSINESS (4:30 P.M.) May 15, 2009

Attention: Jeanette Hidalgo
Fax: (225) 342-4474
Louisiana Department of Education
Division of Curriculum Standards

CHARTER SCHOOL CONTRACT: EXHIBIT I

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

This document contains the description of the methods and timelines that will be used by the Louisiana Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDE) to conduct annual performance reviews of every Type 2, Type 4, and Type 5 charter school in order to determine the level of success each individual school is attaining toward meeting the financial, legal, contractual, and student achievement performance standards that are required in their charter agreements. (Types 2, 4, and 5 charter schools are authorized by BESE.)

I. Legislative Intent

II. Statutory References

III. Guiding Principles for BESE Charter School Authorization

IV. Charter School Evaluation System

V. Evaluation Standards

Student Performance

Financial Performance

Legal and Contract Performance

VI. Evaluation Actions and Timelines

Contract Approval

Annual Evaluation

Contract Extension

Contract Renewal

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

I. Legislative Intent

The intent of the Charter School Law is to authorize experimentation in the creation of innovative kinds of independent public schools for pupils and provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the

CHARTER SCHOOL CONTRACT: EXHIBIT I

experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated; and, that the best interests of at-risk pupils shall be the overriding consideration in fulfilling the provisions of law.

Furthermore, the Recovery School District Law has created the Recovery School District for the purpose of improving failing schools and provides for a failed school to be reorganized, as necessary, to most likely bring the school to an acceptable level of performance as determined pursuant to a uniform statewide program of school accountability.

II. Statutory References

La. R.S. 17:3983 - Chartering process by type; eligibility; limitations; faculty approval; parental approval

(A)(3)(c) Each proposal received by the state board shall be carefully reviewed and shall be approved only after there has been a specific determination by the board that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations, that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities, and that the educational program to be offered will comply with all requirements of this Chapter and be based on generally accepted education research findings applicable to the pupils to be served.

La. R.S. 17:3991 – Charter schools; requirements; limitations; renewal; amendment; revocation

(B) Each proposed charter shall contain or make provision for the following:

- (5) A financial and accounting plan sufficient to permit a governmental audit.
- (8) The specific academic and other educational results to be achieved, the timelines for such achievement, and how results will be measured and assessed.
- (10) The organization, governance and operational structure of the school.
- (14) School rules and regulations application to pupils including disciplinary policies and procedures.
- (21) A requirement that charter schools regularly assess the academic progress of their pupils, including the participation of such pupils in the state testing program.

La. R.S. 17:3992 - Charter revision and renewal

(A)(1) Unless revoked as provided for in Subsection C of this Section, an approved school charter shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in R.S. 17:3998(A)(2), and may be renewed for additional periods of not less than three nor more than ten years after thorough review by the approving chartering authority of the charter school's operations and compliance with charter requirements. The process for renewing a school charter shall be the same as for initial charter approval, with a written report being provided annually to the chartering authority regarding the school's academic progress that year. Pursuant to Subsection C of this Section and using such annual review process, a charter may be revoked for failure to meet agreed-upon academic results as specified in the charter.

(2) No charter shall be renewed unless the charter renewal applicant can demonstrate, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.

(C) A school charter may be revoked by the authority that approved its charter upon a determination by an affirmative vote of at least a majority of the local board membership or upon the affirmative vote of a majority of the members of the State Board of Elementary and Secondary Education, whichever approved the charter, that the charter school or its officers or employees did any of the following:

CHARTER SCHOOL CONTRACT: EXHIBIT I

- (1) Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
- (2) Failed to meet or pursue within the agreed timelines any of the academic and other educational results specified in the approved charter.
- (3) Failed to meet generally accepted accounting standards of fiscal management.
- (4) Violated any provision of law applicable to a charter school, its officers, or employees.

La. R.S. 17:3998 – Reports

(A)(2) Each charter school shall provide a comprehensive report to its chartering authority at the end of the third year. If the charter school is achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall extend the duration of the charter for the additional two-year period as provided in R.S. 17:3992(A)(1).

III. Guiding Principles for BESE Charter School Authorization

The purpose of a charter school is to improve student achievement. The Board of Elementary and Secondary Education (Board) grants charters to provide schools with increased educational and operational autonomy in exchange for accountability for performance.

Thus, it is the responsibility of the Board to ensure charter schools have the autonomy to which they are entitled and the accountability for which they are responsible.

IV. Charter School Evaluation System

According to the *"Principles and Standards for Quality Charter School Authorizing"* published by the National Association of Charter School Authorizers (NACSA), a quality charter school is characterized by "high student achievement, financial stewardship, and responsible governance."

Student performance is the primary measure of school quality. The Board will use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Additional measures of charter school quality include financial and legal performance.

In order to make fair and transparent decisions regarding contract revocations, extensions and renewals, the Board has determined that it is in the best interests of the Board, charter schools, students, parents and the public to articulate clear performance standards for charter schools and to evaluate each charter school's level of achievement with respect to those standards.

V. Evaluation Standards

The performance of charter schools authorized by the Board (Types 2, 4, and 5) will be evaluated in the following categories:

- Student Performance
- Financial Performance
- Legal and Contract Performance

CHARTER SCHOOL CONTRACT: EXHIBIT I

Within these three categories, the Board has defined a common set of performance standards.

Student Performance

The Louisiana Charter School Law requires charter schools to make demonstrable improvements in student performance over the term of its charter. Student performance is the primary measure of school quality. BESE shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Student performance is the primary indicator of school quality; therefore, BESE will heavily factor all annual evaluations and contract extensions and renewal decisions on a school's achievement of the student performance standards.

The Board will annually review charter schools against the following student performance indicators and standards:

Charter School's First Year of Operation (Year One)

1. In the Fall of the charter school's first year of operation, the Department of Education may provide each charter school with a Diagnostic Assessment Index.
2. The Diagnostic Assessment Index will consist of the test results of the students enrolled in the charter school from the immediately preceding Spring state testing, where available.
3. Charter school students will participate in Spring state testing during the school's first year of operation, which will be used to determine how its students performed in its first year of operation. Student performance in Year One will be reported in Year Two, as set forth herein.

Charter School's Second Year of Operation (Year Two)

1. In each charter school's second year of operation, the charter school will receive an Assessment Index Year One. An Assessment Index received in Year Two will be based on Year One student assessment data aggregated as defined in Bulletin 111.
2. Assessment Index Year One will be reported in January of a charter school's second year of operation.

Charter School's Third Year of Operation (Year Three)

1. In each charter school's third year of operation, the charter school will be measured on the following indicators: Baseline School Performance Score; Assessment Index Year Two; and, if necessary, Assessment Index Year Three; Assessment Index Comparison Over Two Years; and Required Growth.
2. The following indicators will be evaluated in January of a charter school's third year of operation:
 - a. **Baseline School Performance Score (SPS).** In the Fall of each elementary and combination charter school's third year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.

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- b. **Assessment Index Year Two.** In the Fall of each charter school's third year of operation, an Assessment Index will be determined for the charter school. The Assessment Index received in January of Year Three will be based on Year Two student assessment data aggregated as defined in Bulletin 111.
- c. The indicator standards evaluated in January of the charter school's Third Year of operation based on Year Two data shall be as follows:

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or Above
Assessment Index Year Two	60.0 or Above

3. The following indicators will be measured no later than June of a charter school's third year of operation, if necessary, for purposes of charter extension only:

- a. **Assessment Index Year Three.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will receive an Assessment Index. The Assessment Index received in Year Three will be based on Year Three assessment data aggregated as defined in Bulletin 111.
- b. **Assessment Index Increase Over a Two Year Period.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will receive an Assessment Index comparison calculation which measures growth over a two year period. The Assessment Index Increase Over a Two Year Period will compare Assessment Index Year Three to Assessment Index Year One. Increase will be determined for the charter school by subtracting the charter school's Assessment Index Year Three from its Assessment Index Year One.
- c. **Required Growth.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will be measured based on its Required Growth. Required Growth represents the required increase in a school's Assessment Index when comparing one school year to the school year that immediately follows. The Required Growth measurement following the charter school's third year of operation shall compare the school's Assessment Index Year Three to its Assessment Index Year Two.
- d. The evaluation indicator standards measured in June of the charter school's Third Year of operation based on Year Three data shall be as follows:

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INDICATOR (June)	STANDARD
Assessment Index Year Three	60.0 or Above
Assessment Index Increase Over Two Year Period	10 Points
Required Growth	10 Points

Charter School's Fourth Year of Operation (Year Four)

1. In each charter school's fourth year of operation, the school will be measured on the following indicators: Baseline School Performance Score (SPS); Growth School Performance Score (SPS); Assessment Index Year Three; and, if necessary, Assessment Index Year Four; and Required Growth.
2. The following indicators will be measured in January of a charter school's fourth year of operation:
 - a. **Baseline School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fourth year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.
 - b. **Growth School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fourth year of operation, a Growth SPS will be determined for charter schools. The Growth SPS calculation will be determined as defined in Bulletin 111.
 - c. **Assessment Index Year Three.** In the Fall of the fourth year of operation for each charter school serving high school grades, an Assessment Index Year Three will be determined for the charter school. The Assessment Index received in Year Four will be based on Year Three assessment data aggregated as defined in Bulletin 111.
 - d. The evaluation indicator standards measured in January of a charter school's Fourth Year of Operation, as applicable, based on Year Three data shall be as follows:

CHARTER SCHOOL CONTRACT: EXHIBIT I

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or above
Growth SPS	Meet growth target as determined pursuant to Bulletin 111
Assessment Index Year Three (High Schools)	60.0 or above

3. The following indicators will be measured in June of a charter school's fourth year of operation, if necessary for purposes of charter extension only:

- a. **Assessment Index Year Four.** Each charter school for which a decision on contract extension will be made based on Year Four Spring state testing data will receive an Assessment Index. The Assessment Index received in Year Four will be based on Year Four assessment data aggregated as defined in Bulletin 111.
- b. **Required Growth.** Each charter school for which a decision on contract extension will be made based on Year Four Spring state testing data will be measured based on its Required Growth. Required Growth represents the required increase in a school's Assessment Index when comparing one school year to the school year that immediately follows. The Required Growth measurement following the charter school's fourth year of operation shall compare the school's Baseline Assessment Index Year Four to its Baseline Assessment Index Year Three.
- c. The evaluation indicator standards measured no later than June of the charter school's Fourth Year of Operation based on Year Four data shall be as follows:

INDICATOR (June)	STANDARD
Assessment Index Year Four	60.0 or above
Required Growth	10 Points

- d. Type 5 charters schools transferred to the Recovery School District (RSD) pursuant to La. R.S. 17:10.5 will also be evaluated pursuant to La. R.S. 17:10.5 no later than June of the Type 5 charter school's Fourth Year of Operation.

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CHARTER SCHOOL CONTRACT: EXHIBIT I

Charter School's Fifth Year of Operation (Year Five)

1. In each charter school's fifth year of operation, the school will be measured on the following indicators: Baseline School Performance Score (SPS), Growth School Performance Score (SPS), and Assessment Index Year Four.
2. The following indicators will be reported in January of a charter school's fifth year of operation:
 - a. **Baseline SPS.** In the Fall of each elementary and combination charter school's fifth year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.
 - b. **Growth School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fifth year of operation, an SPS Growth will be determined for the charter school. The SPS Growth calculation will be determined as defined in Bulletin 111.
 - c. **Assessment Index Year Four.** In the Fall of the fifth year of operation for each charter school serving high school grades, an Assessment Index Year Four will be determined for the charter school. The Assessment Index received in Year Five will be based on Year Four assessment data aggregated as defined in Bulletin 111.
 - d. The evaluation indicator standards reported in January of a charter school's Fifth Year of Operation based on Year Four data shall be as follows:

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or above
Growth SPS	Meet growth target as determined pursuant to Bulletin 111
Assessment Index Year Four (High Schools)	60.0 or above

Financial Performance

1. The Charter Operator is required to engage in financial practices, financial reporting, and financial audits as set forth in Charter School Law, policy and this Agreement. The requirements imposed by law, policy and this Agreement ensure the proper use of public funds and the successful fiscal operation of the charter school.

CHARTER SCHOOL CONTRACT: EXHIBIT I

2. Charter Schools will be evaluated annually on the timely submission of budgets, audits, annual financial reports, and all other financial reporting and compliance with applicable financial budgeting; accounting; and auditing laws, regulations, and procedures.
3. The evaluation financial performance indicator standards measured annually shall be as follows:

INDICATOR	STANDARD
Prior and Current Year Budgets	Both budgets balanced using realistic and responsible assumptions
Annual Financial Report	Timely and Sufficient Filing
Financial Audit	Unqualified opinion; No major findings
Financial Obligations	All in good standing
Financial Reporting	Timely and sufficient filing of all LDE-required financial reports
Student Count Audit	No major findings from LDE audit staff

4. An audit finding shall be considered "Major" if it indicates a deliberate act of wrongdoing, reckless conduct, or causes the loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school.
5. Financial Obligations shall include, but not be limited to, pension payments, payroll taxes, insurance coverage, and loan payments and terms.

Legal and Contract Performance

1. BESE will evaluate a charter school's performance based on the Department of Education's oversight and monitoring of the charter school's compliance with its statutory, regulatory, and contractual obligations and all reporting requirements.
2. BESE's legal and contract performance evaluation of each charter school shall be based on, but not limited to, the following indicators. All other requirements in this Agreement that are otherwise captured in the Department of Education's charter school oversight, monitoring, and reporting structure shall be subject to evaluation. In assessing legal and contract indicators, BESE may consider information from various sources.

CHARTER SCHOOL CONTRACT: EXHIBIT I

INDICATOR	STANDARD
Special Education and ELL Program	Pursuant to applicable law and regulation and contract provisions
Student Enrollment	Pursuant to applicable law and regulation, and contract provisions
Student Discipline	Pursuant to applicable law and regulation, and contract provisions
Health and Safety	Pursuant to applicable law and regulation, and contract provisions
Governance	Pursuant to applicable law and regulation, and contract provisions
Facilities	Pursuant to applicable law and regulation, and contract provisions

3. BESE will consider a standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct, or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students, or the continued operation of the school.

Upholding the Standards

It is the responsibility of BESE and the Louisiana Department of Education to hold the charter school accountable for achieving the student, financial and legal and contract performance standards by annually evaluating performance against these standards and by making decisions about contract extensions based on such evaluations.

VI. Evaluation Actions and Timelines

The Board shall evaluate the performance of a charter school through an on-going series of reports and board actions. Possible board actions include Approval, Extension, Non-Extension, Probation, Renewal, Non-Renewal and Revocation.

Contract Approval (Year 1)

The Board may approve an application for a new charter school in conformance with its process, timelines and criteria. The charter shall be effective upon the execution of an agreement between the applicant and the Board. An approved school charter shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in La. R.S. 17:3998(A)(2), and may be renewed for an additional period as provided by law.

Exhibit I Page 10 of 13

CHARTER SCHOOL CONTRACT: EXHIBIT I

Annual Review (Each Year Thereafter)

No later than its January meeting of each year, the Board will receive a Performance Report detailing each charter school's performance against the evaluation standards defined in this Framework. The Report may be used by the school, its students and families and the public to ascertain the effectiveness of the school and shall be used by the Board as the basis for any actions involving the school.

Third Year Review

The Charter Operator shall provide a comprehensive report to BESE at the end of the third year of operation in compliance with guidelines and timelines established by the Department of Education.

Each Charter Operator's comprehensive report and its third year evaluation shall be used to determine if the school will receive a two-year extension, as follows:

1. Contract Extension.
 - a. A charter school meeting the following standards in January of its third year of operation will receive a two year extension, contingent upon the submission of its comprehensive third year report at the conclusion of its third year:
 - i. all financial performance standards;
 - ii. all legal and contractual standards; and
 - iii. one of the following student performance standards:
 - a.) SPS Year Two is 60.0 or above; or
 - b.) Assessment Index Year Two is 60.0 or above.
 - b. A charter school meeting the following standards in June of its third year of operation will receive a two-year extension:
 - i. submission of its comprehensive third year report;
 - ii. all financial performance standards;
 - iii. all legal and contractual standards; and
 - iv. one of the following student performance standards:
 - a.) Assessment Index Year Three is 60.0 or above; or
 - b.) Assessment Index increase of 10 Points over two years has been met; or
 - c.) Required Growth of 10 points has been met.
2. Contract Probation.
 - a. A charter school not meeting all of the standards required for a two-year extension, but meeting the following standards, may receive a one year probationary extension in June of its third year, subject to any conditions and/or monitoring required by BESE:
 - i. submission of its comprehensive third year report;
 - ii. all financial performance standards;
 - iii. all legal and contractual standards; and
 - iv. required Growth of 10 points not met, but 5 point increase made; or

CHARTER SCHOOL CONTRACT: EXHIBIT I

- b. A charter school not meeting all of the standards required for a two-year extension, but meeting the following standard, may receive a one-year extension and be placed on contract probation in June of its third year, subject to any conditions and/or monitoring required by BESE:
 - i. submission of its comprehensive third year report;
 - ii. at least one student performance measure necessary to receive an extension has been met ; and
 - iii. three or fewer financial standards or legal and contractual standards or a combination thereof have not been met.

Fourth Year Review

A charter school granted a one-year extension and placed on probation after its third year of operation shall comply with all conditions of probation established by BESE and the Department of Education Charter School Office.

- 1. A charter school meeting the following standards in January of its fourth year of operation may receive a one-year extension, at the conclusion of its fourth year:
 - a. all financial performance standards;
 - b. all legal and contractual standards; and
 - c. one of following student performance measures:
 - i. Baseline SPS Year Three is 60.0 or above; or
 - ii. Growth SPS met;
- 2. A charter school meeting the following standards in June of its fourth year of operation shall receive a one-year extension:
 - a. all financial performance standards;
 - b. all legal and contractual standards; and
 - c. one of the following student performance standards:
 - i. Assessment Index Year Four is 60.0 or above; or
 - ii. Required Growth of 10 points has been met.

Charter Revocation

- 1. The Board has the authority to revoke a school's contract at any time during the charter term if it is determined that the charter school, one of its officers, or employees has:
 - a. Committed a material violation of any of the conditions, standards, or procedures of the charter
 - b. Failed to meet within agreed timelines any of the academic or other educational results specified in charter
 - c. Failed to meet generally accepted accounting standard of fiscal management
 - d. Violated of any law or policy applicable to a charter school, its officers or employees
- 2. In all circumstances, the Board shall follow the requirements of the Louisiana Charter School Law and its charter school contract, including all due process requirements, regarding the processes required for revocation.

CHARTER SCHOOL CONTRACT: EXHIBIT I

3. A charter school not meeting the standards for extension will be recommended for revocation as set forth in this Agreement.

Renewal of Charter

1. At the conclusion of the Charter Operator's fifth year of operation and the expiration of its initial charter contract, a Charter Operator no longer has a continuing right to operate a charter school.
2. A charter school may apply for a renewal of its charter in compliance with processes and timelines established by the Department of Education Charter School Office and approved by BESE.
3. The Department of Education Charter School Office shall make a recommendation to BESE as to whether a charter renewal application should be approved.
4. A charter school may be renewed at the discretion of BESE if all requirements set forth in law and policy for the renewal of a charter have been met.
5. The process for renewing a school charter shall be the same as for initial charter approval, with a thorough review by BESE of the charter school's operations, student academic performance, and compliance with charter requirements.
6. No charter shall be renewed unless the Charter Operator seeking renewal can demonstrate, at a minimum, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.
7. A charter may be renewed for a term consistent with law and policy effective when a renewal decision is made.

CHARTER SCHOOL CONTRACT: EXHIBIT J

SERVICES REQUIRED TO BE PROVIDED

by

Type 5 Charter Schools in the Louisiana Recovery School District

Information Technology Services

The Charter Operator agrees to provide technology infrastructure support services, as defined by the RSD, in such manner and at such time as is required by the Recovery School District ("RSD").

The Charter Operator agrees to provide student information technology services, in such a manner and at such a time as is required by the RSD, unless otherwise authorized by the RSD pursuant to a uniform process for the evaluation of an alternate student information technology service.

The Charter Operator agrees to provide employee information technology services, and financial information technology services in such manner and at such time as is required by the RSD. The Charter Operator must submit to the RSD for its review and approval a proposal for the use of a comparable system and any other information regarding such that is requested by the RSD. The Charter Operator must submit its proposal in accordance with guidelines and deadlines set by the RSD. The RSD may contract for employee information technology and financial information technology services that the Charter Operator may use. If the RSD contracts for such service and if the Charter Operator uses the contractor with whom the RSD has contracted to provide any of the services in this paragraph, the RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

Transportation

The Charter Operator agrees to provide transportation services to students residing within the parish or within its approved attendance zone if the student resides more than one mile from the school. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated with the local school district in which the charter school is geographically located.

Food Service

The Charter Operator agrees to provide food services. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated with the local school district in which the charter school is geographically located.

Alternative Education Services

The Charter Operator agrees to provide alternative education services for any student expelled from its school for disciplinary offenses. The Recovery School District may contract for alternative education services for schools transferred to the Recovery School District pursuant to La. R.S. 17:10.5. If the RSD contracts for such services and if the Charter Operator uses the contractor with whom the RSD has contracted to provide any of the services in this paragraph, the RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

CHARTER SCHOOL CONTRACT: EXHIBIT J

SERVICES REQUIRED TO BE PROVIDED

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CHARTER SCHOOL CONTRACT: EXHIBIT K

CHARTER SCHOOL FISCAL OVERSIGHT POLICY FOR CHARTER SCHOOLS IN LOUISIANA

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data must include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school will submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

Due Date:	Financial Report
July 31	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.
October 31	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30.
January 31	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 30	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31.
July 31	Fourth Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through June 30.

- b. Each charter school will submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25(A)(2) and 17:92. The AFR follows the same general format as the quarterly report, but contains additional line items and fund classifications.

CHARTER SCHOOL CONTRACT: EXHIBIT K

- c. The Charter Operator shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles.

3. STATE FUNDING ALLOCATIONS

a. Type 5 Charters

- 1. The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD.

b. Type 2 Charters

- 1. Prior to the beginning of the new fiscal year, enrollment projections must be provided by the charter school to the BESE office for the upcoming year.
- 2. The LDOE will calculate the per pupil amounts per R.S. 3995.A.(1).
- 3. The LDOE will provide the charter school with a schedule of the initial allocation including monthly payments on or about July 1. Payments will be made on or about the 25th of each month.
- 4. Each school will notify BESE of its actual enrollments on a monthly basis.
- 5. Once the monthly student counts are submitted, allocations may be adjusted to reflect the revised actual student count.
- 6. When the October 1 student count is finalized, allocations are adjusted shortly thereafter to reflect the actual allocation for the entire year.
- 7. BESE will conduct an additional student membership count on February 15 to reflect any changes in student enrollment that may occur after October 1 each year. For any school with a change in enrollment greater than 5 percent, either higher or lower, the allocation amount will be adjusted. Any adjustments made pursuant to this February 15 count shall not be retroactive and shall be applicable only for the period from March through June.
- 8. Data acquired from the monthly pupil membership counts will be used by the LDOE for budget projections for the upcoming school year.

4. FEDERAL ALLOCATIONS

- a. The charter school is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within LDOE.
- b. Charter schools must submit copies of invoices or similar documentation to BESE/LDOE to substantiate all reimbursement requests for federal charter school grant funds issued from BESE/LDOE. All requests for reimbursements must be signed by the duly authorized representative of the charter operator.

CHARTER SCHOOL CONTRACT: EXHIBIT K

5. AUDITS OF STATE AND FEDERAL FUNDS

- a. The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official.

6. GENERAL FISCAL PROCEDURES

- a. Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b. Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.
- c. Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies. The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.
- d. All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator.

7. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops. It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings.
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at www.louisianaschools.net/ldeu/ploads/2586.pdf
 - ii. *Best Financial Practices for Louisiana Local Government*. Available at www.la.state.la.us/techasst/oppaga.pdf
 - iii. *School Activity Accounts Guide*. Available at www.la.state.la.us/lla/bestpractices_resources.htm (scroll down to the School Activity Accounts Guide.)

CHARTER SCHOOL CONTRACT: EXHIBIT L

COLLECTIVE BARGAINING OPTION

Select one of the options below:


Option 1

_____ The Charter Operator intends to bargain and enter into a collectively bargained contract on behalf of all or any group of its employees.

Option 2

☒ The Charter Operator does not intend to bargain or enter into a collectively bargained contract on behalf of all or any group of its employees.

The Charter Operator understands that a change in the option identified above shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.


Signature of Charter Operator's
Authorized Representative

June 10, 2009
Date

CHARTER SCHOOL CONTRACT: EXHIBIT M

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

Select one of the options below:

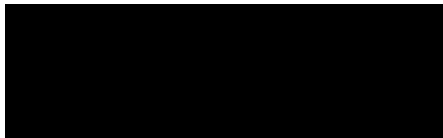
Option 1

☒ The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Option 2

☐ The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

The Charter Operator understands if it has selected Option 2 and elects to change to Option 1 during the term of this Charter Contract, such shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



Signature of Charter Operator's
Authorized Representative


Date

Louisiana

The proposed grant sites in ADVANCE Baton Rouge demonstrate worse or just as poor performance on state tests as the comparison schools. The proposed grant sites had higher rates of below proficiency for all students, economically disadvantaged students, and black students in both the LEAP Math and English Language Arts state assessments used for NCLB. The high need of the proposed grant sites is substantiated by low achievement on the iLEAP state assessment. Except in grade 5 in Dalton Middle School, the proposed grant sites underperformed or had equivalent rates of below proficiency on almost every grade level and subject iLEAP assessment as the comparison schools. In most cases, there are too few White and Hispanic students to draw strong conclusions about comparative performance; those subgroups may be reported as 100% below proficient or 0% below proficient on the basis of one or two students. The following tables display student achievement data from the 2008-09 school year. Cells in bolded text and shaded dark grey indicate worse performance than the comparison school and cells shaded light grey indicate equal performance than the comparison school. Appendix A has more detailed tables with test results from the comparisons schools.

Table X. Student achievement on LEAP assessment 2008-09 school year

School	Grade	% Below prof. E/LA - all students	% Below prof. Math - all students	% Below prof. E/LA - FRL students	% Below prof. Math - FRL students	% Below prof. E/LA - Black students	% Below prof. Math - Black students	% Below prof. E/LA - White students	% Below prof. Math - White students	% Below prof. E/LA - Hispanic students	% Below prof. Math - Hispanic students
Dalton Elementary	4	47	66	59	66	47	66	100	100	0	0
Glen Oaks Middle	8	64	70	65	69	64	70	0	0	0	0
Lanier Elementary	4	50	60	50	61	50	60	0	0	0	0
Pointe Coupee Central	8	83	92	88	93	83	92	0	0	0	0
	HS	72	59	65	57	71	61	100	0	0	0
Prescott Middle	8	69	81	71	81	70	81	50	50	0	0

Table X. Student achievement on iLEAP assessment 2008-09 school year

School	Grade	% Below prof. E/LA - all students	% Below prof. Math - all students	% Below prof. E/LA - FRL students	% Below prof. Math - FRL students	% Below prof. E/LA - Black students	% Below prof. Math - Black students	% Below prof. E/LA - White students	% Below prof. Math - White students	% Below prof. E/LA - Hispanic students	% Below prof. Math - Hispanic students
Dalton Elementary	3	65	64	67	65	65	64	0	0	0	0
	5	40	54	40	54	40	54	0	0	0	0
Glen Oaks Middle	6	75	62	74	62	76	62	100	100	0	0
	7	78	69	79	69	78	69	0	0	0	0
Lanier Elementary	3	75	72	75	72	75	72	0	0	0	0
	5	60	57	60	57	60	57	0	0	0	0
Pointe Coupee Central ¹	7	75	91	79	91	75	91	0	0	0	0
	9	79	80	81	80	77	81	0	0	100	50
Prescott Middle	6	75	60	74	60	75	60	0	0	0	0
	7	76	83	76	82	76	83	0	0	0	0

¹ The comparison school does not contain grade 6 so achievement could not be compared.

Definition

Comparison schools from other LEAs in the state were closely matched to the proposed grant sites on required key characteristics, such as the size of the student population, grade levels, and poverty levels. Additionally the selection criteria for comparable sites included percent minority students and geographic proximity in consideration of these factors' importance in defining each school's context. Given the complex set of criteria required, the grant sites and comparison sites may be more closely matched on some dimensions than others.

The following table contains the demographics of proposed grant sites from ADVANCE Baton Rouge and comparison schools identified from LEAs in close proximity to the proposed grant site²:

Table X. Demographics of ABR schools and comparison schools 2009-10 school year

District	School	Grade levels	# Students	% Poverty	% Minority	% Limited English proficient
ADVANCE Baton Rouge	Dalton Elementary	PK-5	365	96.7%	99.2%	0.0%
East Baton Rouge Parish	Claiborne Elementary	PK-5	371	97.0%	99.7%	0.0%
ADVANCE Baton Rouge	Glen Oaks Middle	6-8	308	84.7%	99.4%	0.0%
East Baton Rouge Parish	Capitol Middle	6-8	566	93.6%	99.1%	0.0%
ADVANCE Baton Rouge	Lanier Elementary	PK-5	293	92.8%	99.7%	0.0%
East Baton Rouge Parish	Crestworth Elementary	PK-5	340	98.5%	100%	0.0%
ADVANCE Baton Rouge	Pointe Coupee Central High	6-12	385	88.8%	99.7%	0.3%
Pointe Coupee Parish	Livonia High	7-12	607	62.6%	48.6%	0.3%
ADVANCE Baton Rouge	Prescott Middle	6-8	279	95.7%	98.6%	0.0%
East Baton Rouge Parish	Capitol Middle School	6-8	566	93.6%	99.1%	0.0%

² One of the comparison schools, Capitol Middle School, is used twice due to its similarity in grade level configuration, and demographic composition as well as its geographic proximity to both Glen Oaks Middle and Prescott Middle School. No other schools in East Baton Rouge Parish are as close a match on the key dimensions identified.

Appendix A

Data for Louisiana comparison schools

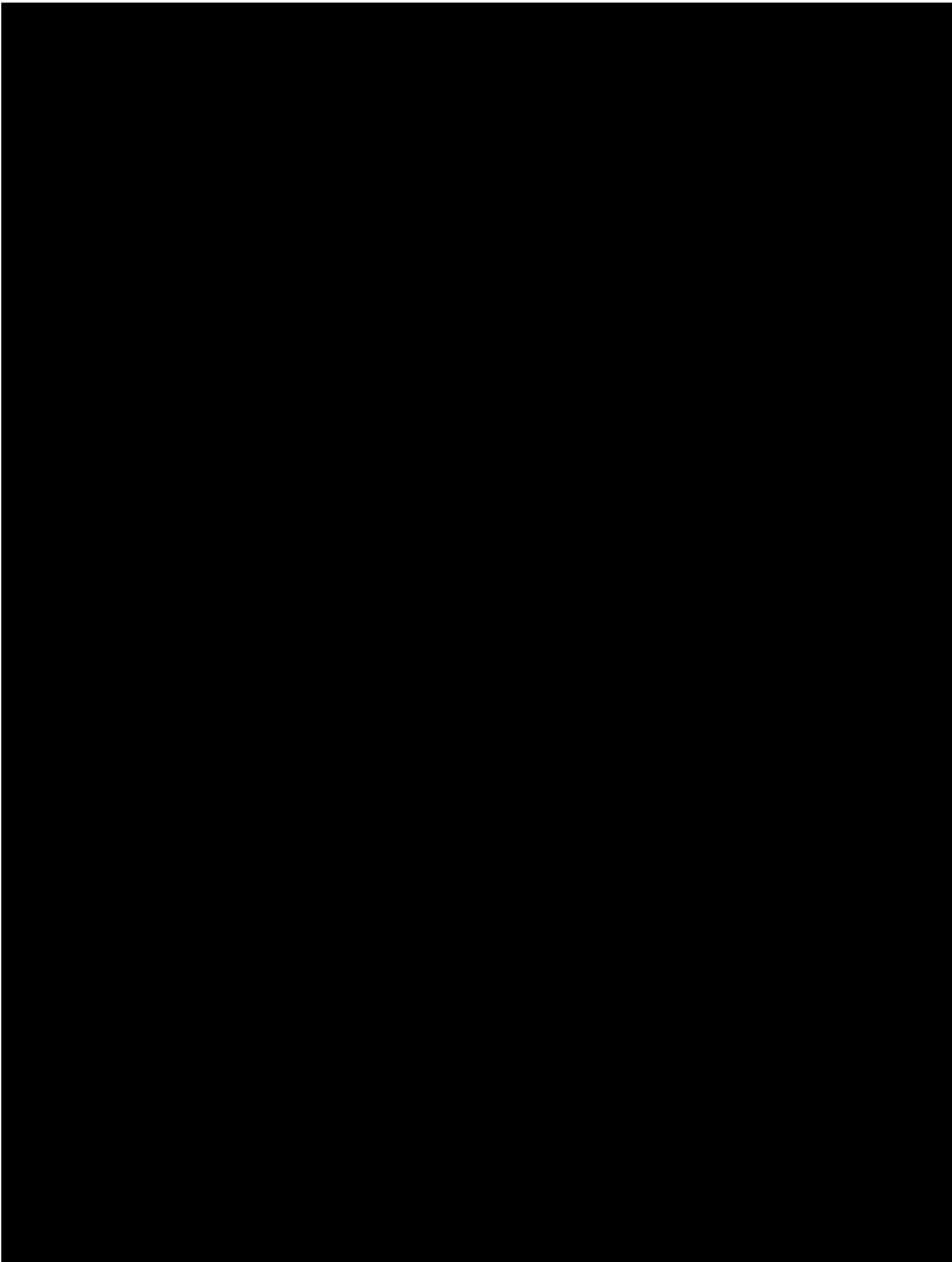
Table X. Student achievement on LEAP Assessment 2008-09 school year

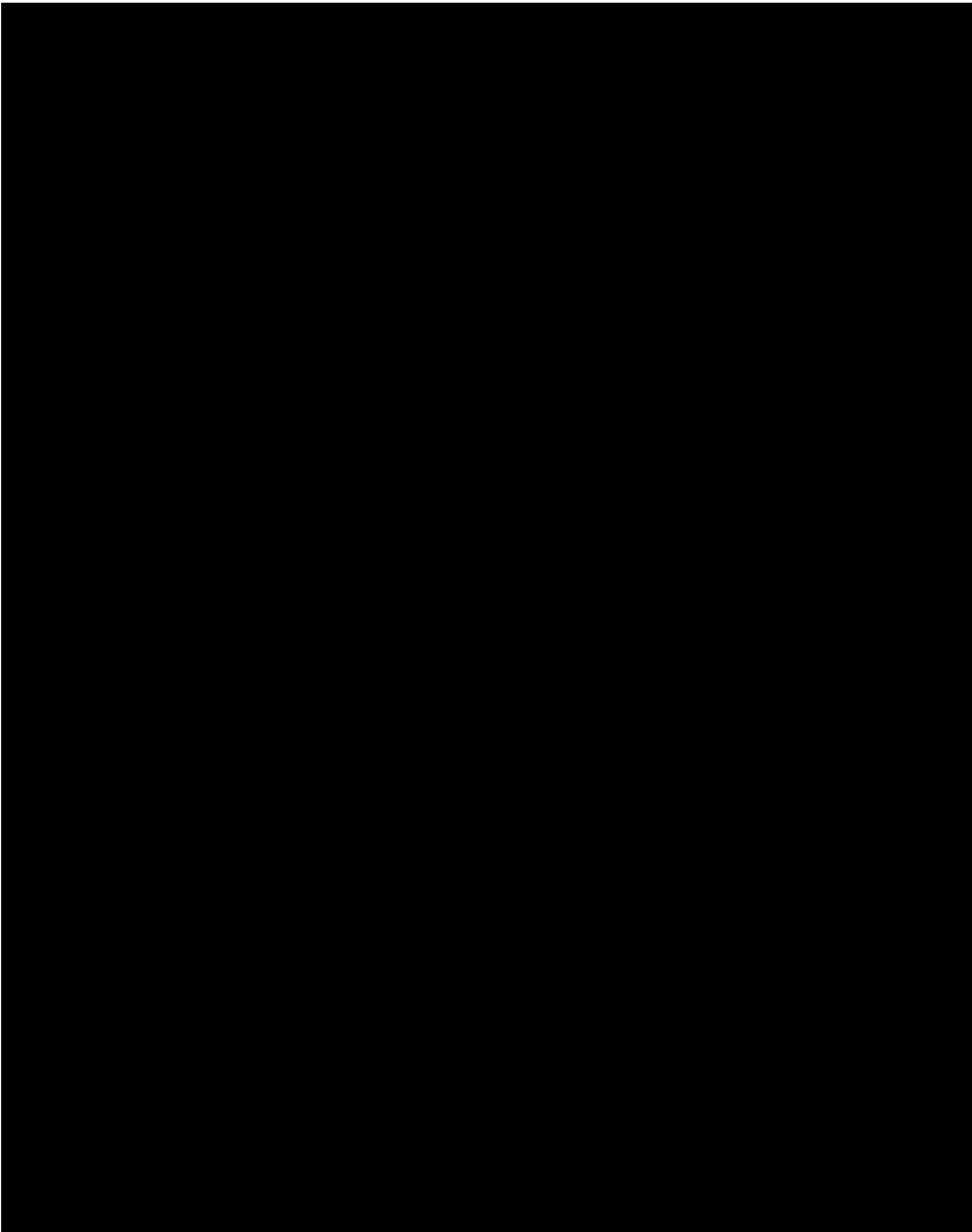
Proposed School in ADVANCE Baton Rouge	District for Comparison School	Comparison School	Grade	% Below proficient E/LA - all students	% Below proficient Math - all students	% Below proficient E/LA - FRL students	% Below proficient Math - FRL students	% Below proficient E/LA - Black students	% Below proficient Math - Black students	% Below proficient E/LA - White students	% Below proficient Math - White students	% Below proficient E/LA - Hispanic students	% Below proficient Math - Hispanic students
Dalton Elementary School	East Baton Rouge Parish	Claiborne Elementary School	4	48	61	49	62	49	62	0	0	0	0
Glen Oaks Middle School	East Baton Rouge Parish	Capitol Middle School	8	59	56	59	57	59	56	0	0	100	100
Lanier Elementary School	East Baton Rouge Parish	Crestworth Elementary	4	33	28	32	28	34	28	0	0	0	0
Pointe Coupee Central	Pointe Coupee Parish	Livonia High	8	36	45	41	48	33	60	38	35	0	0
			HS	39	21	48	31	43	28	34	14	100	100
Prescott Middle School	East Baton Rouge Parish	Capitol Middle School	8	59	56	59	57	59	56	0	0	100	100

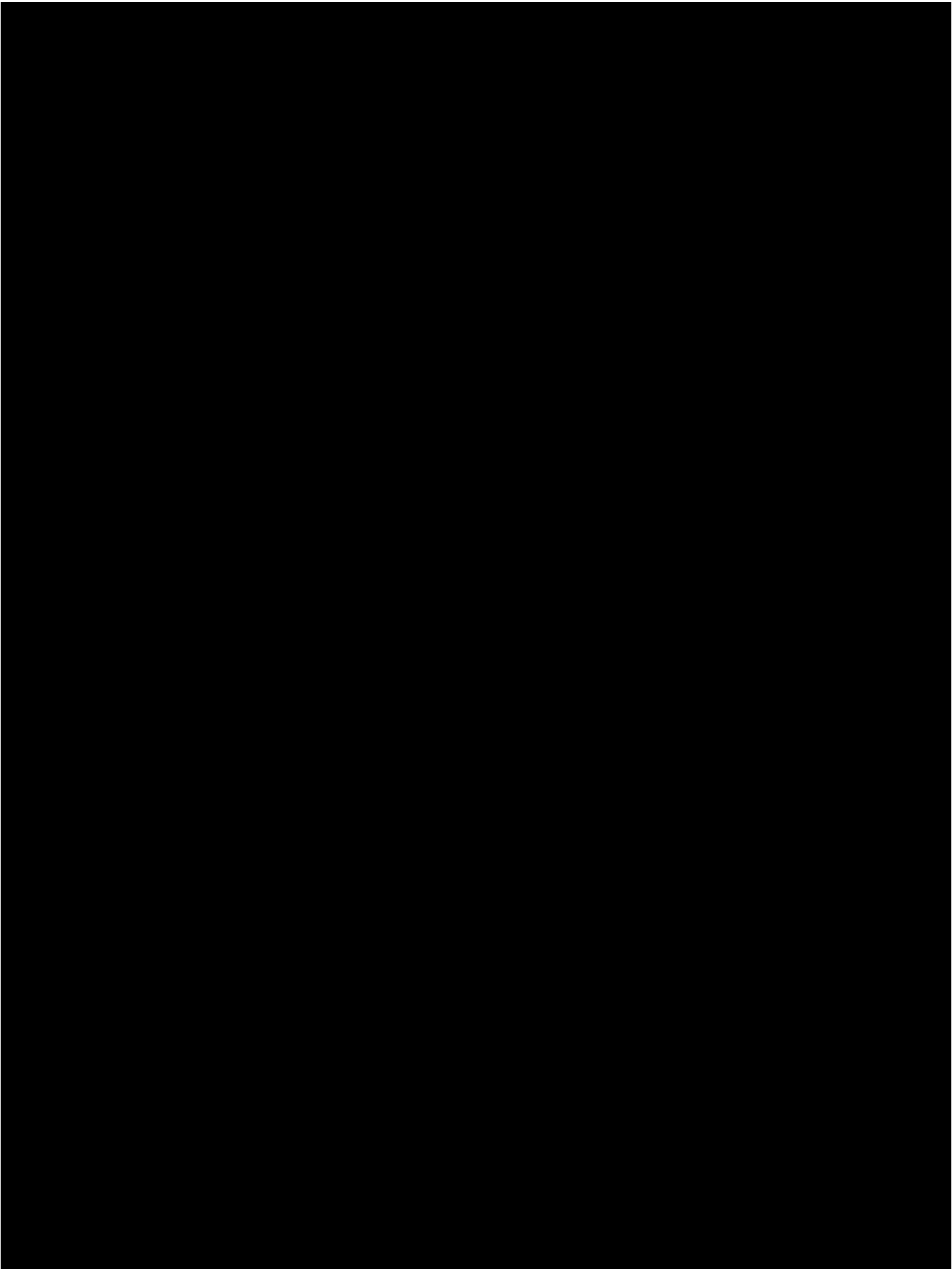
Table X. Student achievement on iLEAP Assessment 2008-09 school year

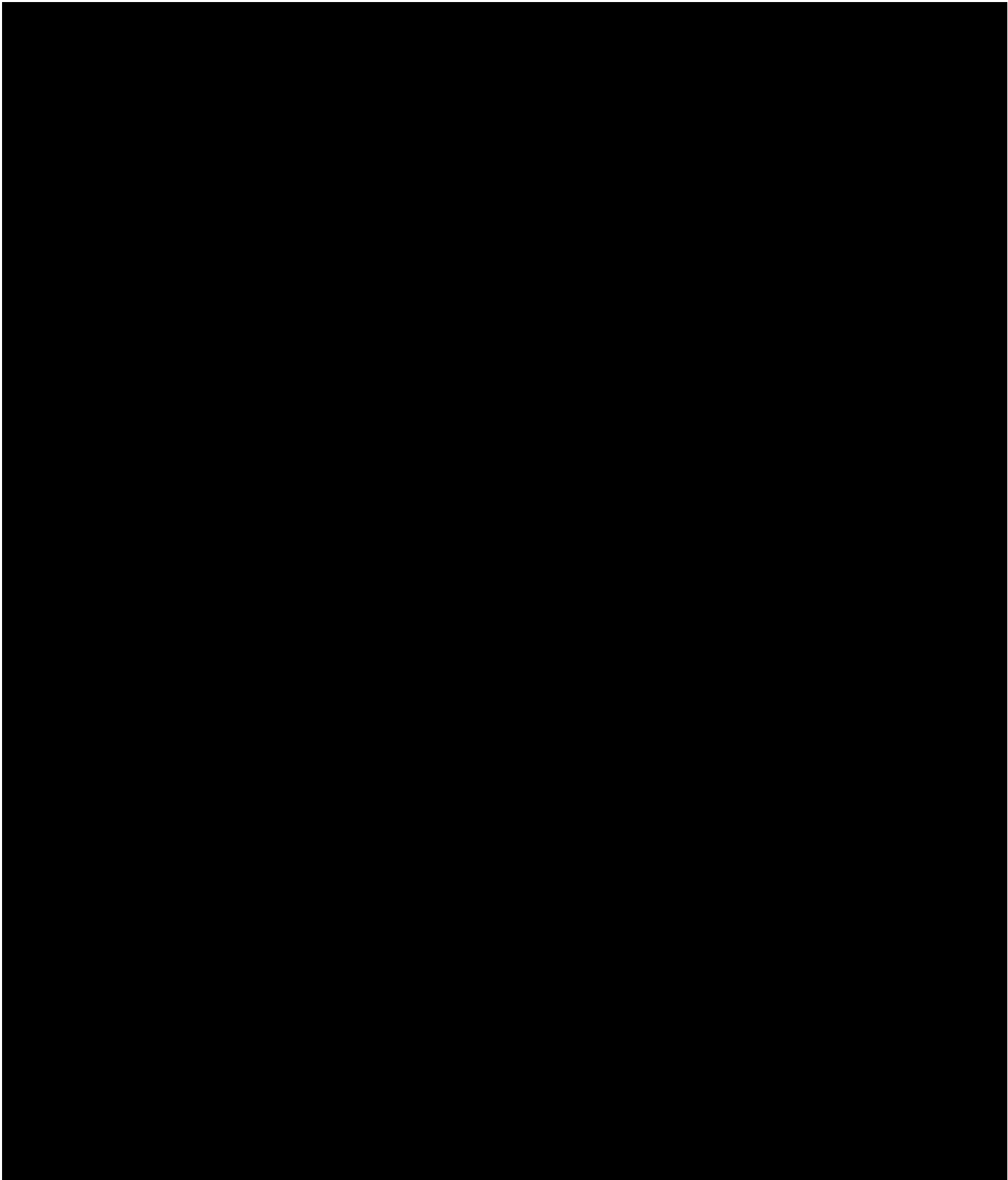
Proposed School in ADVANCE Baton Rouge	District for Comparison School	Comparison School	Grade	% Below proficient E/LA - all students	% Below proficient Math - all students	% Below proficient E/LA - FRL students	% Below proficient Math - FRL students	% Below proficient E/LA - Black students	% Below proficient Math - Black students	% Below proficient E/LA - White students	% Below proficient Math - White students	% Below proficient E/LA - Hispanic students	% Below proficient Math - Hispanic students
Dalton Elementary School	East Baton Rouge Parish	Claiborne Elementary School	3	53	57	53	57	53	57	0	0	0	0
			5	74	62	74	62	74	62	0	0	0	0
Glen Oaks Middle School	East Baton Rouge Parish	Capitol Middle School	6	66	71	68	73	67	73	0	0	0	0
			7	76	73	75	73	74	72	100	100	100	100

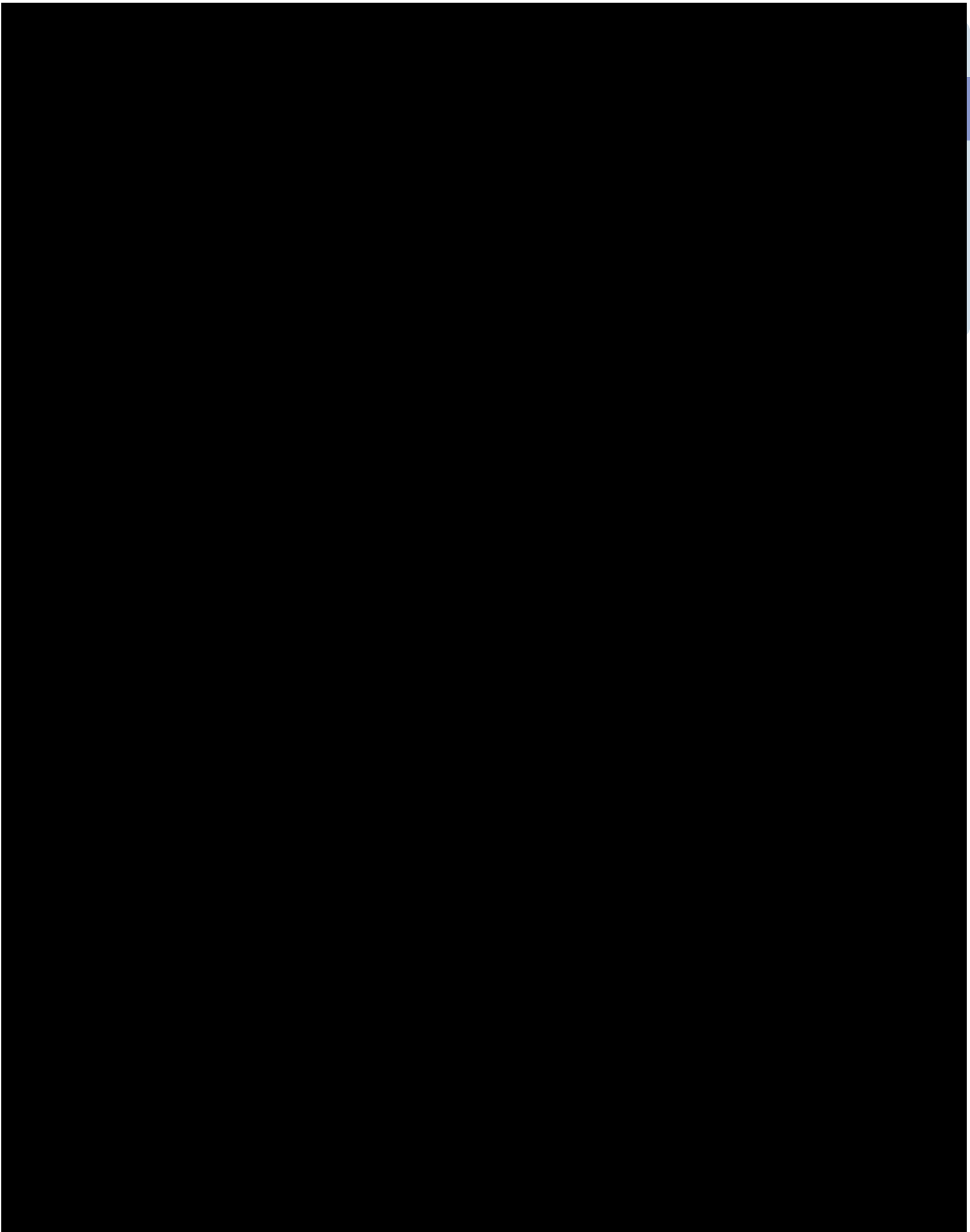
Lanier Elementary School	East Baton Rouge Parish	Crestworth Elementary	3	61	56	60	55	61	56	0	0	0	0
			5	29	24	30	26	29	24	0	0	0	0
Pointe Coupee Central	Pointe Coupee Parish	Livonia High	6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
			7	40	43	42	54	52	49	31	40	0	0
			9	42	38	48	46	50	48	36	29	50	50
Prescott Middle School	East Baton Rouge Parish	Capitol Middle School	6	66	71	68	73	67	73	0	0	0	0
			7	76	73	75	73	74	72	100	100	100	100











TAP Skills, Knowledge and Responsibilities Performance Standards

Performance Standards Overview

Instruction	Designing and Planning Instruction
Standards and Objectives Motivating Students Presenting Instructional Content Lesson Structure and Pacing Learning Activities and Materials Questioning Academic Feedback Grouping Students Teacher Content Knowledge Teacher Knowledge of Students Thinking Problem Solving	Instructional Plans Student Work Assessments
	Responsibilities¹
	Staff Development Instructional Supervision Mentoring Community Involvement School Responsibilities Growing and Developing Professionally Reflecting on Teaching
Learning Environment	
Expectations Managing Student Behavior Environment Respectful Culture	

¹ The “Responsibilities” standards are not evaluated during classroom observations.

TAP Leadership Team Observation Rubric Sample

Leadership Team Planning Indicator from the Leadership Team Planning Rubric

	5	3	1
Leadership Team Planning	<ul style="list-style-type: none"> ▪ Quantifiable outcome(s) directly connected to the follow-up from the previous meeting to clearly demonstrate the progress of the leadership team ▪ Highly specific and action-oriented outcome to focus the leadership team on an objective(s) ▪ Follow-up is clearly linked to the meeting's outcome and specific leadership team members have assignments to be completed prior to the next meeting. ▪ A focused, concise agenda to provide opportunities for in-depth analysis 	<ul style="list-style-type: none"> ▪ Quantifiable outcome(s) connected to the follow-up from the previous meeting to demonstrate the progress of the leadership team ▪ Specific and action-oriented outcome (s) to focus the leadership team on an objective(s) ▪ Follow-up is linked to the meeting's outcome and leadership team members have assignments to be completed prior to the next meeting. ▪ A focused, concise agenda to provide opportunities for analysis 	<ul style="list-style-type: none"> ▪ Outcome(s) from the previous meeting to demonstrate the progress of the leadership team ▪ Specific outcome (s) to focus the leadership team on an objective(s) ▪ Follow-up is linked to the meeting's outcome and leadership team members have assignments to be completed prior to the next meeting. ▪ An agenda to provide opportunities for analysis

VAL-ED: Core Components and Key Processes

The VAL-ED measures *core components* and *key processes*. Core components refer to characteristics of schools that support the learning of students and enhance the ability of teachers to teach. The core components measured are:

- ***High Standards for Student Learning***
There are individual, team, and school goals for rigorous student academic and social learning.
- ***Rigorous Curriculum (content)***
There is ambitious academic content provided to all students in core academic subjects.
- ***Quality Instruction (pedagogy)***
There are effective instructional practices that maximize student academic and social learning.
- ***Culture of Learning & Professional Behavior***
There are integrated communities of professional practice in the service of student academic and social learning. There is a healthy school environment in which student learning is the central focus.
- ***Connections to External Communities***
There are linkages to family and/or other people and institutions in the community that advance academic and social learning.
- ***Performance Accountability***
Leadership holds itself and others responsible for realizing high standards of performance for student academic and social learning. There is individual and collective responsibility among the professional staff and students.

Key processes refer to *how* leaders create those core components. The key processes measured are:

- ***Planning***
Articulate shared direction and coherent policies, practices, and procedures for realizing high standards of student performance.
- ***Implementing***
Engage people, ideas, and resources to put into practice the activities necessary to realize high standards for student performance.
- ***Supporting***
Create enabling conditions; secure and use the financial, political, technological, and human resources necessary to promote academic and social learning.
- ***Advocating***
Promotes the diverse needs of students within and beyond the school.
- ***Communicating***
Develop, utilize, and maintain systems of exchange among members of the school and with its external communities.
- ***Monitoring***
Systematically collect and analyze data to make judgments that guide decisions and actions for continuous improvement.

TAP Training Portal

The TAP Training Portal provides a web-based, state-of-the-art delivery vehicle of interactive, individual TAP trainings and support. The portal is designed to provide tiered access to users (based on position) and will contain the most updated training for TAP leaders to download, review and deliver to their target audience in order to improve instruction. State/district directors and their teams will be granted access with the ability to create users at the building level (administrators, master teachers and mentor teachers) who then will be able to create individual accounts for the career teachers. These trainings would include the presentation and relevant video segments for initial TAP implementation (TAP core trainings) along with other secondary trainings currently being designed to enhance and deepen understanding of the more complex components of the system for each participant in TAP. Most importantly, real-time access to information linked to TAP models of instructional growth will be available to all schools implementing the TAP system.

All teachers in TAP schools will have individual access to the training and support modules. The portal will be the first direct access that career teacher will have to TAP training. In the past, training was relayed by local or national TAP trainers. The modules for the career teacher training will center on the indicators of the TAP Rubric and provide a combination of integrated video and text in which the user interacts with the module by making selections, answering questions, etc to facilitate a unique, on-line training experience. Often, career teachers must wait until the master and mentor teachers in their buildings are available to receive in-depth training on a specific aspect of the rubric; with the TAP Training Portal, a teacher will be able to receive training at their own convenience. In addition to accessing the same rubric trainings as the career teachers, master teachers and mentor teachers will also have access to role specific trainings. Administrators also have specific training modules centering on leadership team meetings and their role in the other aspects of TAP implementation.

Additional key TAP materials such as the TAP Implementation Manual, TAP Evaluation and Compensation (TEC) Guide and the TAP System Handbook will also be on-line and accessible via the portal in a newly revised, dynamic format. These documents can be viewed by the TAP leaders in states or districts or by those implementing at the school level. The portal provides a streamlined approach for delivering the most up-to-date TAP materials along with continuously enhanced training modules appropriate for those implementing the TAP system at every level.

The following page is a mockup of the TAP Training Portal homepage.

TAP™ System Training Portal

Advancing your career, education, and students.

And we're supporting your advancement with 24/7 access to a wealth of instructional resources that have immediate and practical value. Within the TAP Training Portal, discover the tools you need to advance your school, your career and your students' education. From teaching strategies to rubric training, everything you need to be a TAP success is just a click away.

SUBSCRIBE TO TAP™ NOW ▶

TAP DOCUMENTS ▶

Strategies Library



Advance your skills with the TAP Strategies Library, a collection of over 120 instructional aids designed to improve specific student-centered or teacher-centered skills.

We know you're busy, so we've made it easy to access the strategies most applicable to you. Browse student-centered strategies by subject area; browse teacher-centered strategies by rubric indicator; or search all strategies by key words such as grade level. To get started, choose a category below. Or, enter your specific interests into the search field at the top of the page.

TEACHER STRATEGIES ▶

STUDENT STRATEGIES ▶

GARY E. STARK
National Institute for Excellence in Teaching
President and CEO

SUMMARY

As president and chief executive officer, Dr. Gary Stark is responsible for the management, operations and performance of the National Institute for Excellence in Teaching (NIET). He works closely with NIET senior staff to oversee activities related to the implementation and advancement of the TAP system across the country.

Prior to his position with the National Institute for Excellence in Teaching (NIET), Dr. Stark has been actively involved in the education profession and education reform. During his career, he has held positions as an assistant professor/policy analyst, special assistant to the assistant secretary of education, state-level executive director, school administrator, and most importantly, a classroom teacher.

Prior to his appointment as the special assistant to the assistant secretary of education in April of 2004, he served as the executive director of the Arkansas Teacher Advancement Program, an initiative of the Milken Family Foundation in partnership with the University of Arkansas, where he lead the implementation of a teacher quality whole-school reform model. In 2000, Dr. Stark served as the president of the Arkansas Middle Level Administrators Association. In 2001, he was recognized with the Milken National Educator Award, while serving as the middle school principal at Helen Tyson Middle School in Springdale, Arkansas. In addition to the above experiences, he has consulted with various schools around the nation in the areas of master and mentor teacher development, professional development models and structures, instructional performance standards, and performance pay models.

EDUCATION

Ed.D., Educational Administration, University of Arkansas, Fayetteville, Arkansas, 2006
Ed.S., School Administration, University of Central Arkansas, Conway, Arkansas, 1996
MSE, Secondary School Administration, University of Central Arkansas, Conway, Arkansas, 1994
BSE, Special Education University of Central Arkansas, Conway, Arkansas, 1990

EMPLOYMENT HISTORY

2010- present	National Institute for Excellence in Teaching, Fayetteville, AR, President and CEO
2005-2010	National Institute for Excellence in Teaching, Fayetteville, AR, Vice President, Program Development
2005-2006	Teacher Advancement Program Foundation, Fayetteville, AR, Vice President, Program Development
2005	Milken Family Foundation, Fayetteville, AR, Vice President, Program Development
2004-2005	University of Arkansas, AR, Visiting Assistant Professor/ Ed. Policy Analyst

2004-2004	U.S. Department of Education, Special Assistant to the Assistant Secretary
2001-2004	Arkansas Teacher Advancement Program, AR, Executive Director
1997-2001	Springdale School District, Helen Tyson Middle School, AR, Principal
1995-1997	Waldron School District, AR, Waldron Middle School, Principal
1995-1997	Waldron School District, AR, Waldron High School, Assistant Principal,
1993 – 1995	North Little Rock School District, AR, Special Education Teacher
1993-1993	Metropolitan Public Schools, Nashville, TN, Special Education Teacher
1988-1993	U.S. Coast Guard , Military Instructor/Marine Safety Officer

RELEVANT EXPERIENCE

Performance-Based Compensation: Knowledge and Development

- Dr. Gary Stark presents nationally at conferences and trainings. In addition, he routinely interacts with teachers and principals around the country on site-level school reform issues. Dr. Gary Stark also testifies before legislative committees, school boards, and other non-profit foundation boards regarding teacher quality, accountability, and performance compensation. He has also served on review committees and monitoring teams from the U.S. Department of Education and State Education Agencies.

- Dr. Gary Stark serves as a senior staff member of the National Institute for Excellence in Teaching. He provides guidance and expertise in the area of program development for the Teacher Advancement Program (TAP). He also provides on-site technical assistance that includes implementation planning for performance compensation, teacher evaluator training, and applied professional development structures. In addition he conducts training for school and district level leadership teams and assists them in conducting needs assessments and/or developing budgets that support performance compensation models or school re-structuring models.

Management

- As a school principal, Dr. Stark led a large school of approximately 100 faculty and staff in a very progressive and accomplished school district. He had a wide range of responsibilities and commitments within the district and community, which included hiring, training, and evaluation of staff, as well as being the primary leader of the building level instructional plan. During Dr. Stark's five years as principal his school was recognized for improved student achievement scores as a result of a systematic focus on student data with strong accountability measures for instructional planning and delivery. During his tenure, his school was recognized as the school of the year and outstanding middle level program. Dr. Stark was recognized with a national educator award in 2001.

PUBLICATIONS and PRESENTATIONS

Milken National Education Conference, Role of Education Sector in Enhancing Teacher Quality, May 2006, Washington DC.

Center for Teacher Quality, Teacher Compensation, May 3, 2006

Education Commission of the States, Forum on Teacher Compensation Redesign, Wilmington, DE, April 29, 2006,

National Teacher Advancement Program Conference, Hilton Head, SC, November 2005.

Great Schools Partnership Education Summit, Knoxville, TN, November 2005.

Texas Public Policy Foundation, Primer on Teacher Compensation, Austin, TX, 2005.

University of Wyoming Law School, Teacher Quality and School Reform, Laramie, WY, June 2005

Testimony to the Texas Legislature: Performance Compensation, House Education Committee May 2005, Austin TX

Governor's Education Reform Summit 2004, Accountability Legislation, Jackson, MS

Milken National Education Conference 2003, Los Angeles, CA

Regional Summit On Teacher Quality 2003, Austin, TX

Grant Presentation to the Assistant Secretary of Education, Sponsored by Congressman John Boozman, Jan 2003, Washington DC.

Stark, Gary, Solmon, Lewis C. (November 18, 2002). "More Pay or Better Teachers?" *Arkansas Business*, Commentary.

National TAP Conference, 2002 Phoenix, AZ

National Conference on Teacher Compensation and Evaluation, for Policy Research in Education 2002, Chicago, IL

ADE Smart Step Presenter, Standards-based Classroom w/ADE Director Simon, 2002

BOARD MEMBER AND POSITIONS

White House political appointment as Special Assistant to the Assistant Secretary of Education 2004

Arkansas Association of Middle Level Administrators, President, 2000

Arkansas Association of Educational Administrators, Board of Directors, 2000

RECOGNITIONS and AWARDS

National Milken Educator Award Recipient 2001

2000 Middle School of the Year, “Shannon Wright Award”

Tamara W. Schiff, Ph.D.

1250 Fourth Street
Santa Monica, CA 90401
tschiff@tapsystem.org

EDUCATION

- 1993, Ph.D. University of California, Los Angeles, Graduate School of Education
Specialization: Higher Education
- 1988, M.A. University of California, Los Angeles, Graduate School of Education
Specialization: Higher Education
- 1985, B.A. University of California, Los Angeles, Psychology

PROFESSIONAL EXPERIENCE

Senior Vice President, National Institute for Excellence in Teaching (NIET), Santa Monica California, January 2006-present.

Vice President, Administration, National Institute for Excellence in Teaching (NIET) (Formerly the TAP Foundation), May 2005-December 2005.

Vice President, Education and Associate Director, Teacher Advancement Program (TAP), Milken Family Foundation, Santa Monica California, January 2004-May 2005

Vice President and Survey Director, Milken Family Foundation, Santa Monica, California, January 2003-December 2004.

Senior Research Associate, Education Specialist, Milken Family Foundation, Santa Monica, California, January 2000-December 2002.

Research Associate, Education Specialist, Milken Family Foundation, Santa Monica, California, October 1997-December 1999.

Research Associate, Education Specialist, Milken Institute, Santa Monica, California, February 1993-October 1997.

Research Analyst, Higher Education Research Institute (HERI), University of California, Los Angeles, January 1990-January 1993.

Research Assistant, Dean's Office, Dean Lewis C. Solmon, University of California, Los Angeles, Graduate School of Education, April 1988-August 1989.

TEACHING EXPERIENCE

Lecturer, Co-Taught "Economic Analysis of Educational Policy and Planning" with Dr. Lewis C. Solmon, University of California, Graduate School of Education and Information Studies, Spring 1997.

Teaching Associate, University of California, Los Angeles, Graduate School of Education, Fall 1989. Undergraduate Course: "Social Psychology of Higher Education."

PUBLICATIONS

- Astin, A.W., Treviño, J.G., and Wingard, T.L. *The UCLA Campus Climate for Diversity*. Los Angeles: Higher Education Research Institute, UCLA, 1991.
- Milken Institute for Job & Capital Formation. *The Challenge from Within*. MIJCF: Santa Monica, CA, 1993. (Principal author)
- National Association of Secondary School Principals. *Priorities and Barriers in High School Leadership: A Survey of Principals*. NASSP: Reston, VA, 2001. (Principal author)
- Schacter, J., Thum, Y.M., Reifsneider, D., and Schiff, T.W. *TAP Preliminary Results Report: Year Three Results from Arizona and Year One Results from South Carolina*. Santa Monica, Milken Family Foundation, 2004.
- Schacter, J., Schiff, T., Thum, Y.M., Fagnano, C., Bendotti, M., Solmon, L., Firetag, K., & Milken, L. *The Impact of the Teacher Advancement Program*. Santa Monica, Milken Family Foundation, 2002.
- Schiff, T.W. *Political Identification and Political Attitudes of American College Students*. Unpublished doctoral dissertation, University of California, Los Angeles, 1993.
- Schiff, T.W. "Principals' Readiness for Reform: A Comprehensive Approach", *Principal Leadership*, vol.2, no.5, January 2002.
- Schiff, T.W. and Solmon, L.C. *California Digital High School Process Evaluation: Year One Report*. Milken Family Foundation: Santa Monica, CA, May 1999.
- Schiff, T.W. and Solmon, L.C. (Eds). *School technology policy: A discussion*. Milken Family Foundation: Santa Monica, CA, 1998.
- Solmon, L.C., and Schiff, T. W. (Eds). *Talented Teachers: The Essential Force for Improving Student Achievement*. Greenwich, CT: Information Age Publishing, Inc. 2003.
- Solmon, L.C., Agam, K.F., and Schiff, T.W. (Eds). *Improving Student Achievement: Reforms that Work*. Greenwich, CT: Information Age Publishing, Inc. 2004
- Solmon, L.C., and Schiff, T.W. National service: Is it worth government support? *Change*, September/October, 1993. Also published in *Jobs & Capital*, Volume III. Milken Institute for Job & Capital Formation: Santa Monica, winter 1994.
- Solmon, L.C., Solmon, M. and Schiff, T.W. The changing demographics: problems and opportunities. In W.A. Smith, P.G. Altbach, and K. Lomotey (Eds.) *The racial crisis in American higher education: Revised edition*. SUNY press: New York, 2002.
- Solmon, L.C., and Wingard, T.L. The changing demographics: problems and opportunities. In P. Altbach and K. Lomotey (Eds.) *The racial crisis in American higher education*. SUNY Press: New York, 1991.
- Wingard, T.L., Treviño, J.G., Dey, E.L., and Korn, W.S. *The American College Student, 1989: National Norms for 1985 and 1987 Freshmen*. Los Angeles: Higher Education Research Institute, UCLA, 1991.
- Wingard, T.L., et. al. *The American College Student 1990: National Norms for 1986 and 1988 Freshmen*. Los Angeles: Higher Education Research Institute, UCLA, 1991.

PRESENTATIONS

TAP: The System for Teacher and Student Advancement. Presentation at the 2009 Teacher Advancement Program and National Educator Awards Conferences. Los Angeles, CA. April 2009.

PACE/Full Circle Fund Alternative Compensation Conference. TAP: The System for Teacher and Student Advancement. Oakland, CA. March 2009. Los Angeles, CA. March 2009.

Teacher Advancement Program. Presentation at the 2008 Teacher Advancement Program and National Educator Awards Conferences. Los Angeles, CA. March 2008.

Teacher Advancement Program. Presentation at the 2007 National Educator Awards Conference. Washington, D.C. March 2007.

Teacher Advancement Program. Presentation at the 2006 National Educator Awards Conference. Washington, D.C. May 2006.

Sustaining TAP Funding. Presentation at the 6th Annual Teacher Advancement Program Conference. Hilton Head, South Carolina. November 2005.

The Teacher Advancement Program. Presentation at the 2005 National Educator Awards Conference. Washington, D.C. April 2005

The Attitudes of TAP Teachers: Change Can be Tough. Presentation at the 5th Annual Teacher Advancement Program Conference. Vail, Colorado. November 2004.

The Teacher Evaluation System and PAMS. Presentation at the 5th Annual Teacher Advancement Program Conference. Vail, Colorado. November 2004.

Improving Student Achievement by Improving Teacher Quality. Presentation at the Mississippi Governor's Education Summit. Jackson, Mississippi. October 2004.

TAP Links to Higher Education and Recruitment Efforts. Presentation at the 4th Annual Teacher Advancement Program Conference. Charleston, South Carolina. November 2003

The Teacher Advancement Program: Attitudes of the Teachers. Presentation at the 3rd Annual Teacher Advancement Program Conference. Phoenix, Arizona. November 2002.

High School Principals: Facts and Trends. Presentation at the National Association of Secondary School Principals' (NASSP) National Convention. Atlanta, Georgia. March 2002.

What High School Principals Say About Themselves, Their Jobs, Teachers, and Their Schools. Presentation at the Association for Supervision and Curriculum Development's (ASCD) National Convention. San Antonio, Texas. March 2002.

The Teacher Advancement Program. Presentation at the Milken Family Foundation Alabama State Conference. Montgomery, Alabama. November 2000.

Multiple Career Paths and More. Presentation at the Milken Family Foundation National State Partners Conference. Phoenix, Arizona. November 2000.

Multiple Career Paths: The First Principle of TAP. Presentation at the Milken Family Foundation 2000 National Education Conference. Los Angeles, California. June 2000.

California Digital High School: Progress to Date. Presentation at the Milken Family Foundation California Education Conference. Santa Monica, California. November 1998.

California Digital High School Process Evaluation: Preliminary Findings. Presentation at the “School’s In Symposium” sponsored by the California Department of Education, Sacramento, California, August 1998 with Lewis C. Solmon.

Altruism versus Careerism: The Motivation Behind Community Service. Presentation at the meeting of the American Educational Research Association, San Diego, California, April 1998 with Linda J. Sax.

Potential of Technology in the Classroom: Results of a Survey of the 50 States. Presentation at the MacArthur Study Workshop, Cost-Effectiveness Networking Technologies for School and School/Home K-12 Networking. Washington, D.C., July 1995.

Students’ Political Identification and Attitudes on Political Issues: The Influence of Peers and Faculty. Paper presented at the meeting of the American Educational Research Association, Atlanta, Georgia, April 1993.

Promoting Academic Achievement among Students with Low College Admissions Test Scores. Paper presented at the First National Conference on Research in Developmental Education, Charlotte, North Carolina, November 1992 with Eric L. Dey.

EDUCATIONAL LEADERSHIP

2004-present Member, Board of Trustees, Milken Community High School, Los Angeles, CA

2005-present Member, Board of Directors, High-TechLA, an independent charter school, Los Angeles, CA

KRISTAN VAN HOOK
National Institute for Excellence in Teaching
Vice President, Public Policy and Development

SUMMARY

As vice president for public policy and development at the National Institute for Excellence in Teaching, Kristan Van Hook develops and implements strategies to build support of the Foundation's education initiatives, including the Teacher Advancement Program (TAP). She has over 15 years of experience in government and public policy, serving in senior staff positions at the U.S. House of Representatives Energy and Commerce Committee and as director of congressional affairs at the U.S. Commerce Department's National Telecommunications and Information Administration where she worked on administration initiatives in the area of education technology. In 1997, Ms. Van Hook started a successful public policy firm, representing corporate and nonprofit clients in the fields of communications and education, and served as executive director for the Partnership for 21st Century Skills, a coalition of business, community and education organizations. In 2004 she joined the TAP team, and plays a leading role in policy development around teacher effectiveness. Kristan graduated from Dartmouth College and the Kennedy School of Government at Harvard University.

EDUCATION

M.A., Public Policy, Harvard University, John F. Kennedy School of Government, Cambridge, Massachusetts, 1990, Teaching Assistant in Economics; Awarded Kennedy School Fellowship
B.A., History, Dartmouth College, Hanover, New Hampshire, 1986, Cum Laude

EMPLOYMENT HISTORY

2004-present	National Institute for Excellence in Teaching, Washington, DC, Vice President, Public Policy and Development
2005-2006	Teacher Advancement Program Foundation, Washington, DC, Vice President, Public Policy
2004-2005	Teacher Advancement Program, Washington, DC, Vice President, Public Policy
2002-2003	Infotech Strategies, Washington, DC, Principal
1997-2002	Mindbeam/Simon Strategies, Washington, DC, President
1996-1997	U.S. Commerce Department, National Telecommunications and Information Administration, Director, Office of Congressional Affairs
1993-1996	U.S. House of Representatives, Subcommittee on Telecommunications and Finance, Policy Analyst
1990-1992	U.S. House of Representatives, Congressional Aide

RELEVANT EXPERIENCE

Public Policy Advocate for Teacher Effectiveness Reforms

- Ms. Van Hook serves as the Vice President of Public Policy and Development and develops and advocates policy initiatives in the area of teacher effectiveness. Her position at NIET is to be a thought leader and expert resource in the area of teacher effectiveness to maximize NIET's role in education policy by building relationships with key federal and state policymakers, other education organizations, business leaders and opinion makers. Ms. Van Hook develops and executes public policy strategies to build awareness and support for the NIET's programs, including the Teacher Advancement Program (TAP), and provides information and strategic advice to the NIET leadership staff regarding developments in education policy at the federal and state level.
- Ms. Van Hook provides information and analysis to NIET colleagues about the development of education initiatives, and works with other NIET staff to create reports, white papers and guides regarding teacher effectiveness and education policy reforms. Ms. Van Hook has developed strong communications and coordination strategies to support TAP in its expansion and visibility.
- Ms. Van Hook works to secure funding for TAP in new and expanding states. She identifies and pursues opportunities within federal and state policy circles to promote TAP and its concepts, in an effort to effectively incorporate support for the program into state, district and school plans and budgets.

Public Relations and Business Consulting: Education and Health Information and Communications Technology

- Ms. Van Hook represented the nation's third largest Internet service provider in the areas of telecommunications policy, spam, new wireless applications, and consumer initiatives with an emphasis on education and health technology. At Infotech Strategies, she provided strategic advice on developments in broadband applications and services for an international equipment and content company. Her work included advising a leading national equipment provider on wireless spectrum developments and regulations, education policies and programs, and digital rights management; advising an educational foundation on its annual conference and on ways to develop greater national support and visibility for its teacher quality program; as well as working with national coalition of educators to retain access to education spectrum and to update rules to support its use for broadband services.
- Ms. Van Hook served as the Executive Director of the Partnership for 21st Century Skills, a business-education coalition working to promote 21st century skills in K-12 education.

Public Policy Consulting: Telecommunications, Technology and Information

- Ms. Van Hook built a highly successful consulting firm providing policy consulting and advice, representation, public affairs guidance and business development assistance. Working with clients in the telecommunications, technology and information industries, she co-directed the openNET coalition. This organization, which represents 1000

Internet companies including Internet service providers, media companies, and telecommunications firms whose goals are to gain access to cable high speed networks.

- Ms. Van Hook worked with a number of companies and organizations, including assisting an innovative wireless company in obtaining authorization for operation of its new wireless communications technology as well as in securing investments and publicity; advising the CEO of a major Japanese electronics and media company on strategic planning related to the Internet and new media development; representing a national education group and coalition of educators to preserve radio spectrum licenses across the country for educational purposes; and providing strategic advice to an international electronics manufacturer in implementing federal requirements for access for the disabled to telecommunications equipment. She also worked with a major telecommunications and Internet equipment supplier and an educational software company to provide business community support for the E Rate program.
- Ms. Van Hook's public speaking experience includes print and television interviews with national media. She has been invited to speaking presentations to organizations and conferences in Madrid, Stockholm, Paris, and states across the country.

National Telecommunications and Information Administration Policy Development

- Ms. Van Hook was principally involved in developing, communicating and representing Administration policy on the Telecommunications Act of 1996. She developed initiatives on advanced telecommunications networks, the Telecommunications Opportunity Program, the E Rate and funding for school connectivity, and children's television. Ms. Van Hook briefed the President and Vice President on media violence and the V-chip. Along with building a broad coalition among educators, non-profits, community networking organizations and private companies in support of a multimillion dollar grant program, Ms. Van Hook worked with the Administration and Congress to develop and pass a 300 person agency budget.

Federal Policy Analysis and Development

- At the U.S. House of Representatives Subcommittee on Telecommunications and Finance, Ms. Van Hook was principally involved in development and drafting of legislation impacting the communications, media and information industries.
- Ms. Van Hook negotiated closed captioning and video description requirements for the disabled; advised Chairman and Committee Members; conducted oversight, investigative and legislative activities relating to the telecommunications, media and information industries; served as principal advisor to the Chairman at hearings; wrote Committee reports, speeches and opinion pieces; analyzed agency and departmental budgetary requests; and conducted extensive work with Executive Branch, Federal Communications Commission, public interest groups and representatives of the cable, satellite, broadcasting, telephone and consumer electronics industries.

GLENN A. DALEY
Senior Researcher
National Institute for Excellence in Teaching
1250 Fourth St., Santa Monica CA 90401
(310) 570-4864
gdaley@talentedteachers.org

RESEARCH INTERESTS

Educational policy, finance, and program analysis. Teacher quality and instructional practices.

Performance measurement, principal-agent analysis, and hybrid governance in public management.

Public choice, institutions, and the interplay of policy analysis and public discourse.

Dissertation (completion expected 2010):

Value-Added Teacher Accountability: Reconciling Policy Goals, Data Constraints, and Modeling Methods. Committee: Susan Gates, chair, Dominic Brewer, Richard Buddin, and Vi-Nhuan Le.

EDUCATION

Pardee RAND Graduate School

Doctor of Philosophy in Policy Analysis. Expected 2010

Master of Philosophy in Policy Analysis. 2001

Honors: General Distinction on doctoral qualifying examinations. 2001

Member, Faculty Curriculum and Appointments Committee. 2001-2002

Electives: Quantitative Methods in Education Policy Analysis, Multilevel Modeling, International Economics, Incentives and Organizations, Welfare Reform, Sociocultural Diversity, History and Public Policy, Psychology and Policy Analysis, Technology and Policy, Long Term Policy Analysis, Business and the Environment, Weapons of Mass Destruction.

Atkinson Graduate School of Management, Willamette University

Master of Business Administration in Public, Private, and Not-for-Profit Management
(MBA/MPA dual accreditation). 1999

Honors: Beta Gamma Sigma and Pi Alpha Alpha

Representative, Curriculum Committee. 1997-1998

English writing tutor for international graduate students. 1996-1999

Electives: Benefit-Cost Analysis, Management Controls, Investments, International Finance, International Management, Marketing Research, Business & Economic Forecasting, Financial Reporting, Management Science.

Stanford University

Bachelor of Arts in English Literature and Creative Writing. 1979

Electives: Economics, Psychology, History, Demographics, Astronomy, Aerospace Science, Music, Comparative Religion, Classical Greek.

Football team equipment manager.

SOFTWARE AND DATABASE SKILLS

Expert: Stata, FoxPro/dBase, Excel, Word, LAUSD's Student Information Systems.

Experienced: SPSS, PowerPoint, Visio, SQL, BASIC, Pascal, EndNote, Access, AutoCAD, California Department of Education CBEDS, U.S. Department of Education CCD.

Glenn A. Daley

EXPERIENCE

National Institute for Excellence in Teaching

Senior Researcher. 2009-2010

Managing research and data systems for nonprofit organization with Teacher Advancement Program (TAP) currently in 229 schools nationwide.

Interact with program staff, evaluators, funders, local school staff, district and state staff, and independent researchers regarding program data and evidence of effectiveness.

Los Angeles Unified School District

Director of Program Evaluation and Research. 2006-2008

Chief Educational Research Scientist. 2006

Program Evaluation and Research Coordinator. 2004-2006

Professional Expert. 2003-2004

Managed research branch (up to 33 regular staff and \$8 million budget in 2006-2007, substantially reduced by subsequent budget cuts).

Oversaw charter school renewal evaluations, program evaluations for major district initiatives, and policy analysis unit.

Chaired Research Review Committee. Served on Superintendent's Cabinet.

School of Policy, Planning, and Development, University of Southern California

Instructor. 2003-2007

Taught the core course in Public Sector Economics for MPP, MPA, MHA, and PhD programs.

Recognized by students as Adjunct Professor of the Year (in a 3-way tie), 2005.

Urban Education Partnership, Los Angeles, California

Program Evaluation Consultant. 2002-2003

Assessed the student achievement and teacher retention outcomes of a teacher development collaborative supported by the Annenberg Foundation and the Hewlett Foundation.

RAND Corporation, Santa Monica, California

Doctoral Fellow (OJT roles as research assistant, junior policy analyst). 2000-2003

Participated in RAND research projects in governance of adult education, charter school operations and performance, teacher recruitment and retention, welfare reform, and cross-cultural training for international service workers.

Pardee RAND Graduate School, Santa Monica, California

Teaching Assistant in Econometrics. 2001

Teaching Assistant in Analytic Methods. 2001

International Air Academy, Vancouver, Washington

Waste Management, Inc., Portland, Oregon

Project Accountant. 1998-1999

Glenn A. Daley

EXPERIENCE (continued)

DEC Inc. and Columbia College of Business, Tigard and Clackamas, Oregon

Accounting and Strategic Planning Consultant. 1996-1998

Controller. 1994-1996

Instructor, Program Director, and Information Systems Manager. 1988-1996

Managed cash flow, general accounting, and budgeting activities for proprietary vocational schools. Managed compliance with federal and state regulations for financial aid programs.

Installed and administered Novell network and FoxPro database systems.

Taught courses in Microcomputer Applications, Accounting, and Business Management.

Directed vocational school programs in computer career fields.

Researched and wrote curricula on computer skills and customer service.

Employee of the Year Award. 1992

Computer Career Institute, Portland, Oregon

Instructor. 1987-1988

Taught courses in Microcomputer Applications and Programming in BASIC & dBase.

Portland Community College, Portland, Oregon

Instructor. 1983-1984

Taught Microcomputer Applications, Business Computing, and Programming in BASIC.

National Micro Distributors, Beaverton, Oregon

Operations and Technical Support Manager. 1984-1985

Streamlined customer service and shipping operations to reduce turnaround time.

Assisted development and led marketing introduction of the Magnum XT computer product line.

Self-Employed, Portland Oregon

Systems Consultant, Programmer, Trainer, Technical Writer. 1982-1990

Installed and supported Novell networks and other business computer systems.

Developed applications in Pascal, FoxBase, Lotus 123, and PageMaker.

Pegasus Computer Store, Portland, Oregon

Sales Consultant and Training Coordinator. 1981-1982

Developed computerized sales presentation and prospect tracking tools.

United States Navy

Officer Candidate, Officer Programs Recruiter, Assistant to Department Head. 1979-1981

Navy Recruiting Silver Wreath Award. 1981

Honorable discharge due to service-connected disability.

Reorganized departmental administrative systems and prospect tracking system.

Wrote market analysis and marketing plan for officer programs recruiting in regional district.

Bank of the West, Palo Alto, California

Vault Teller, Assistant Operations Officer. 1977-1978

Responsible for high-volume customer service operations and balancing branch cash.

Conducted statistical study of daily cash flows and developed algorithm to reduce cash on hand.

Glenn A. Daley

PEER-REVIEWED PUBLICATIONS

- Guarino, Cassandra, Lucrecia Santibanez, and Glenn Daley. 2006. "Teacher Recruitment and Retention: A Review of the Recent Empirical Research Literature." *Review of Educational Research*, 76:2.
- Guarino, Cassandra, Lucrecia Santibanez, Glenn Daley, and Dominic Brewer. 2004. *A Review of the Research Literature on Teacher Recruitment and Retention*. RAND, Santa Monica.
- Chau, Derrick, Dan McCaffrey, Ron Zimmer, Glenn Daley, and Brian Gill. 2003. "Students Served by Charter Schools." In: Zimmer, Ron, *et al.* 2003. *Charter School Operations and Performance: Evidence from California*. RAND, Santa Monica.
- Chau, Derrick, Glenn Daley, and Brian Gill. 2003. "Authorization, Governance, and Oversight of Charter Schools." In: Zimmer, Ron, *et al.* 2003. *Charter School Operations and Performance: Evidence from California*. RAND, Santa Monica.
- Daley, Glenn, Dina Levy, Tessa Kaganoff, *et al.* 2003. *A Strategic Governance Review for Multi-organizational Systems of Education, Training, and Development*. RAND, Santa Monica.
- Augustine, Catherine, Dina Levy, Roger Benjamin, Tora Bikson, Glenn Daley, *et al.* 2003. *Strategic Assessment and the Development of Interorganizational Influence in the Absence of Hierarchical Authority*. RAND, Santa Monica.
- Daley, Glenn. 2003. "Economics, Transaction Cost." In Rabin, Jack, ed. *Encyclopedia of Public Administration and Public Policy*. Marcel Dekker, New York.
- Daley, Glenn. 2003. "Economics, Welfare." In Rabin, Jack, ed. *Encyclopedia of Public Administration and Public Policy*. Marcel Dekker, New York.
- Naschold, Frieder, and Glenn Daley. 1999. "Learning from the Pioneers," "The Strategic Management Challenge," and "The New Interface Challenge." *International Public Management Journal*, 2:1.
- Daley, Glenn. 1980. "Leadership for Renewal," First Prize, Vincent Astor Memorial Leadership Essay Contest, *U. S. Naval Institute Proceedings*, 106:7.

CONFERENCE PRESENTATIONS

- National Teacher Advancement Program Conferences**, 2009 and 2010 (with Elizabeth Poda): "Using Value Added Data in the Classroom"
- American Educational Research Association**, 2009 (with Steven Frankel): "Value Added Evaluation of After School Programs"
- American Educational Research Association**, 2007: "Value Added and Standards Based"
- American Evaluation Association**, 2006: "A Case Study of a Collaborative Evaluation"
- California Educational Research Association**, 2005: "A Feasible Approach to Value-Added Modeling with California Standards Test Scores"

Glenn A. Daley

CONFERENCE PRESENTATIONS (continued)

American Educational Research Association, 2005 (co-author; presented by Nada Rayyes): “Practices for the Development of Professional Learning Community in Charter Schools”

American Educational Research Association, 2004 (with Derrick Chau and Brian Gill): “Balancing Support and Oversight: Exploring Chartering Authority Relationships with Charter Schools in California”

American Evaluation Association, 2003: “Monitoring Charter Schools: Organizational Challenges and Opportunities for Large School Districts”

Council of the Great City Schools, 2002 (with Joseph Braun): “A Systemic Approach to Retaining Qualified Teachers in Hard-to-Staff Urban Schools”

OTHER PUBLICATIONS

Daley, Glenn, and Lydia Kim. 2010. *A Teacher Evaluation System that Works*. National Institute for Excellence in Teaching, Marina del Rey.

Frankel, Steven, and Glenn Daley. 2007. *An Evaluation of After School Programs Provided by Beyond the Bell's Partner Agencies*. Research Support Services, Marina del Rey.

Daley, Glenn, and Rosa Valdés. 2006. *Value Added Analysis and Classroom Observation as Measures of Teacher Performance: A Preliminary Report*. Los Angeles Unified School District, Los Angeles.

Daley, Glenn, and Jessica Norman. 2005. *Learning from Charter Schools in Los Angeles*. Los Angeles Unified School District, Los Angeles.

Koetje, Michelle, and Glenn Daley. 2005. *Charter School Renewal Case Study: Canyon Charter School*. Los Angeles Unified School District, Los Angeles.

Daley, Glenn. 2005. “Value Added Analysis” sections in *Charter School Renewal Case Studies* for Marquez Charter School, Topanga Elementary School, Paul Revere Charter Middle School, and Camino Nuevo Charter Academy. Los Angeles Unified School District, Los Angeles.

Daley, Glenn. 2003. “Impact Assessment of the DELTA Teacher Development Collaborative.” Urban Education Partnership, Los Angeles.

Levy, Dina, Catherine Augustine, Glenn Daley, *et al.* 2001. “A Review of the Revised Draft Standards and Metrics Prepared by the DoD Office of the Chancellor for Education and Professional Development.” RAND, Santa Monica.

Daley, Glenn, Tessa Kaganoff, Susan Gates, *et al.* 2000. “A Review of the Draft Standards Prepared by the DoD Office of the Chancellor for Education and Professional Development.” RAND, Santa Monica.

Daley, Glenn. 1983, revised 1986. *User Manual: Dyna-Star Maintenance Management System*. Decision Dynamics, Inc., Lake Oswego, Oregon.

Miller, Robert, and Glenn Daley. 1983. *Contemporary Electronics Series*. McGraw-Hill, New York.

Miller, Robert, and Glenn Daley. 1982. *Microcomputer Literacy Program*. McGraw-Hill, New York.

Profile:

- Internally motivated individual with demonstrated success in teaching, training, leading, and motivating in a variety of setting
- Creative and innovative leader adept at finding solutions to a wide array of challenging scenarios in the charter school environment
- Skilled in encouraging, promoting and facilitating ideas throughout an organization

Experience

Chief Executive Officer

Advance Baton Rouge Charter schools Association (2009-present)

Chief of School Administration

Algiers Charter Schools Association (2006- 2009)

The COS position is a unique construct for the association. Through regular school visits, sharing sessions, and objective observation, the CSO assists principals in identifying their school focus.

- Plan, direct and monitor leadership in nine schools
- Serve as coach to principals, assistant principals, and perspective leaders in the association
- Advise and serve as a resource to school Principals on leading edge programs, methodology and instruction
- Assist ACSA Principals with the submission of reports, evaluation of instructional personnel, and in recommending long and short-range objectives for the schools
- Assist principals with the challenges revolving around the increased autonomy found in a charter school setting
- Lead development initiatives with government agencies and private foundations
- Analyze and evaluate the effectiveness of curriculum, instruction and educational programs for grades PK-12
- Plan, direct and monitor leadership in nine schools
- Observe and monitor instructional programs in schools to determine effective delivery of services
- Liaise with all externally funded programs to assure articulation of supplementary programs with the regular program
- Assist in coordinating development of educational specifications for school instruction
- Interpret curricular and instructional programs to various audiences and communicate programmatic information to parents and community members
- Represent the ACSA at professional meetings and conferences and on task forces and committees at local, state and national levels

- Prepare reports, papers, and other research-based material as required
- Implement long range strategic planning and processes across the Association
- Provide additional resources for core instructional programs (over \$20 million in grants garnered since 2006)

Principal, Alice Harte Charter School

Algiers Charter Schools Association (2005-2006)

- First principal hired to re-open a school by the ACSA after Katrina
- Recruit and hire a staff of teachers
- Register and verify students to attend newly opened school
- Create a positive environment for children in the aftermath of Katrina
- Meld a diverse faculty into a cohesive unit in order to provide children the opportunity to restart the learning experience
- Identify and obtain resources so that teachers could teach and children could learn in a city where many traditionally avenues were no longer available
- Lay the foundations for success through the analyzing data to improve instruction

Distinguished Educator

Louisiana Department of Education (2001-2005)

The primary goal of Distinguished Educators is to creatively and assertively assist schools in reaching and surpassing their Growth Targets under the Louisiana School and District Accountability System. Quality educators are recruited from throughout the region to act as external change agents to facilitate school improvement.

- Raised School Performance Score (SPS) of Woodson Middle School (New Orleans) from 16.3 to 55
- Monitor, assess and assist teaching and learning in the classroom
- Promote and support professional learning communities among the school staff
- Improve communications and involvement among and between students, staff, parents, and the community
- Network and share information with district personnel, Regional Service Center staff, Louisiana Department of Education staff, and other Distinguished Educators
- Attend school improvement team meetings and parent/community involvement meetings at the assigned school;
- Participate in professional growth activities, including ongoing training provided by the Louisiana Department of Education
- Make recommendations to local superintendents and school boards to improve student achievement

Principal, Harry Hurst Middle School

St. Charles Parish Public Schools (1990-2001)

St. Charles Parish is a high performing district that provides high quality educational opportunities that enable its students to become responsible, productive citizens and enthusiastic life-long learners.

- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.

- Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures.
- Ensure compliance with all laws, board policies and civil regulations.
- Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.
- Supervise the instructional programs of the school, evaluating lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development.
- Establish procedures for evaluation and selection of instructional materials and equipment, approving all recommendations.
- Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school.
- Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students.

Administrative Assistant

St. Charles Parish Public Schools (1989-90)

- Recruit and interview prospective employees
- Perform formal assessments of personnel (teachers, paraprofessionals, custodians, and support staff)
- Created New Teacher Support Program to provide leadership and assistance to new employees
- Implement mission and vision of school and district
- Coordinate master schedule in accordance with Bulletin 741 and district and school needs
- Facilitate working relationship between parents and staff
- Work in conjunction with central office administrators in carrying out district goals and objectives

Teacher

St. Charles Parish Public Schools (1978-1990)

- Implemented and delivered state standards and benchmarks in elementary curricula
- Promoted school by serving as media liaison
- Taught in grades 3 and 5 in compartmentalized and self-contained settings
- Nominated by peers as teacher of the year
- Served as teacher representative to superintendent's cabinet

Education/Certification

- **Doctoral Student** (2006 – present)
Southeastern Louisiana University/University of Louisiana Lafayette Consortium
- **Master of Educational Administration** (1984)
University of New Orleans, LA
- **Bachelor of Arts in Psychology with Elementary Teaching Endorsement** (1978)
Coe College of Cedar Rapids, Iowa
- **Louisiana Department of Education Areas of Certification:**
School Superintendent, Parish/City Supervisor of Instruction, Principal, Elementary Teacher

Presentations and Trainings Conducted:

- Facilitative Leadership
- TESA (co-presenter)
- 7 Habits & Principle Centered Leadership for Administrators
- 7 Habits for Faculty at Hurst Middle School and Distinguished Educator Candidates
- Curriculum Mapping for Highly Skilled Educators Training
- Responsive Classroom (co-presenter)
- School Improvement Planning
- Study Groups Approach to Staff Development (co- presenter)
- Differentiating Instruction (co-presenter)

National and State Conference Presentations:

- Teacher Advancement Program Conference (Los Angeles) April 2009
- ASCD (San Francisco) March 1999
- U.VA. Summer Institute on Differentiation (Charlottesville, VA) 1999
- LSDC (Baton Rouge) 1999
- NSDC (Dallas) 1999
- Regional Summit on Leadership (Dallas) 2000

Professional Affiliations (past and present):

- National Middle School Association
- Louisiana Middle School Association
- National Association of Secondary School Principals
- National Association of Elementary School Principals
- Louisiana Association Principals
- Louisiana Association of School Executives
- National Staff Development Council
- Louisiana Staff Development Council

- Fellow, National Principals Leadership Academy, University of Delaware
- Phi Delta Kappa

Reference page available on request

**INDIRECT COST RATE AGREEMENT
NONPROFIT ORGANIZATION**

ORGANIZATION:

National Institute for Excellence in Teaching
1250 Fourth Street
Santa Monica, CA 90401

EIN: 20-2268389

DATE: JUL 15 2009

AGREEMENT NO. 2009-102

FILING REFERENCE: This replaces previous
Agreement No. 2008-054
dated: May 1, 2008

The purpose of this Agreement is to establish indirect cost rates for use in awarding and managing of Federal contracts, grants, and other assistance arrangements to which Office of Management and Budget (OMB) Circular A-122 applies. This agreement is issued by the US Department of Education pursuant to the authority cited in Attachment A of OMB Circular A-122.

This Agreement consists of four parts: Section I - Rates and Bases; Section II - Particulars; Section III - Special Remarks; and, Section IV - Approvals.

Section I - Rate(s) and Base(s)

TYPE	Effective Period		Rate	Base	Coverage	
	From	To			Location	Applicability
Final	12-01-07	06-30-08	11.5%	<u>1/</u>	All	All Programs
Provisional	07-01-08	06-30-10	11.5%	<u>1/</u>	All	All Programs

1/ Total direct costs less items of equipment, alterations and renovations, participant support, pass-through and the portion of each competitive bid sub-award in excess of \$25,000 regardless of the period covered by that sub-award.

Treatment of Fringe Benefits: Fringe Benefits applicable to direct salaries and wages are treated as direct costs.

Capitalization Policy: Items of equipment are capitalized and depreciated if the initial acquisition cost is in excess of \$1,000.

Section II - Particulars

SCOPE: The indirect cost rate(s) contained herein are for use with grants, contracts, and other financial assistance agreements awarded by the Federal Government to the Organization and subject to OMB Circular A-122.

LIMITATIONS: Application of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations on the use of funds, and payment of costs hereunder are subject to the availability of appropriations applicable to a given grant or contract. Acceptance of the rate(s) agreed to herein is predicated on the conditions: (A) that no costs other than those incurred by the Organization, were included in the indirect cost pools as finally accepted, and that such costs are legal obligations of the Organization and allowable under the governing cost principles; (B) that the same costs that have been treated as indirect costs are not claimed as direct costs; (C) that similar types of information which are provided by the Organization, and which were used as a basis for acceptance of rates agreed to herein, are not subsequently found to be materially incomplete or inaccurate; and (D) that similar types of costs have been accorded consistent accounting treatment.

ACCOUNTING CHANGES: Fixed or predetermined rates contained in this Agreement are based on the accounting system in effect at the time the Agreement was negotiated. When changes to the method of accounting for costs affect the amount of reimbursement resulting from the use of these rates, the changes will require the prior approval of the authorized representative of the cognizant negotiation agency. Such changes include, but are not limited to, changing a particular type of cost from an indirect to a direct charge. Failure to obtain such approval may result in subsequent cost disallowances.

FIXED RATE: The negotiated rate is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate for the difference between the cost used to establish the fixed rate and the actual costs.

NOTIFICATION TO OTHER FEDERAL AGENCIES: Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

AUDIT: If a rate in this Agreement contains amounts from a cost allocation plan, future audit adjustments which affect this cost allocation plan will be compensated for during the rate approval process of a subsequent year.

Section III - Special Remarks

1. This Agreement is effective on the date of approval by the Federal Government.
2. Questions regarding this Agreement should be directed to the Negotiator.
3. Approval of the rate(s) contained herein does not establish acceptance of the Organization's total methodology for the computation of indirect cost rates for years other than the year(s) herein cited.
4. If at a future date this organization receives Federal funding, an indirect cost rate proposal should be submitted to that Federal agency within ninety days of receipt of the award. If at that time, more than one Federal agency issues an award, the proposal should be sent to the agency providing the majority of Federal funding.

Section IV - ApprovalsFor the Nonprofit Organization:

National Institute for Excellence in Teaching
1250 Fourth Street
Santa Monica, CA 90401

Sig Tamara Schiff

Name

Senior Vice President

Title

July 22, 2009

Date

For the Federal Government:

US Department of Education
Room 21C4, UCP
830 First Street, NE
Washington, DC 20202-4450


Mary Gougisha

Name

Director, Indirect Cost Group

Title

JUL 15 2009

Date

Hanan Hardy

Negotiator

(202) 377-3574

Telephone

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: **AUG 14 2006**

NATIONAL INSTITUTE FOR EXCELLENCE IN
TEACHING
% LEWIS C SOLMON
1250 FOURTH STREET 3RD FLOOR
SANTA MONICA CA 90401-1304

Person to Contact:

Mrs. Jones 31-03886

Toll Free Telephone Number:
877-829-5500

Employer Identification Number:
[REDACTED]

Advance Ruling Period Ends:
June 30, 2009

Dear Sir or Madam:

This is in response to your letter of July 11, 2006, regarding your tax-exempt status. We have corrected our records to reflect your new name.

Our records indicate that a determination was issued in March 2005 that recognized you as exempt from Federal income tax. Our records further indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code, and are classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code until the advance ruling period ending date shown in the heading.

Within 90 days from the end of the advance ruling period, you must submit to us information needed to determine whether you met the applicable support tests during your advance ruling period. This information is currently supplied on Form 8734, *Support Schedule for Advance Ruling Period*.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your public charity status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

[REDACTED]

Manager, Exempt Organizations
Determinations

Budget Narrative

Budget Narrative

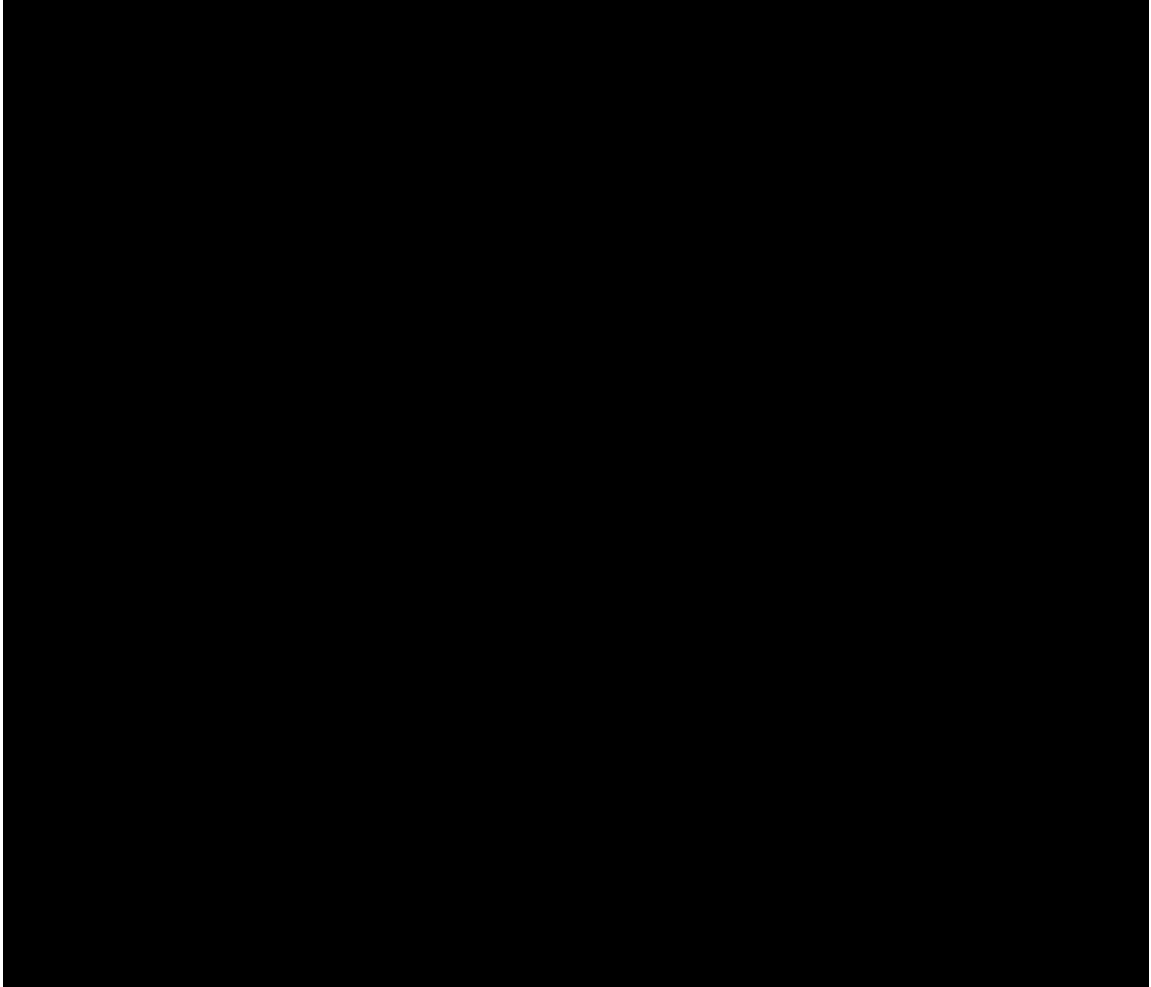
Attachment 1:

Title: **ABR Budget Narrative** Pages: **26** Uploaded File: **ABR Budget Narrative 7_2_10.pdf**

BUDGET NARRATIVE

Improving Educator Effectiveness and Student Achievement through TAP in the ABR Charter Schools Consortium

Under this Teacher Incentive Fund (TIF) grant proposal, NIET requests \$ [REDACTED] from the U.S. Department of Education for a five-year grant to implement a comprehensive educator effectiveness reform in the Consortium of ADVANCE Baton Rouge (Consortium) schools. The funds will be used to implement TAP™: The System for Teacher and Student Advancement in order to: 1) *Increase the percent of effective teachers through incentives, career advancement, evaluation and professional development.*, 2) *Increase the percent of effective principals through incentives, evaluation and professional development*, and 3) *Improve student achievement*. Funding requested in Year 1 is [REDACTED] and will remain relatively constant to [REDACTED] in Year 5 of the project. TAP will be fully implemented in all five years of the project. The Consortium will fund an increasing share of the performance bonuses each year by various methods (see Project Narrative Page 57) and expect to cover 100% of the cost of TAP starting in the sixth year and beyond.



Project Personnel

NIET Salaries

Budgeted NIET salaries are included in the narrative below. We have set a base salary for Year 1 of the TIF project and have included a 4% Cost-of-Living increase in subsequent years. We have used representative salaries that reflect programmatic assignments and responsibilities for current NIET personnel.

TIF Project Director: The personnel costs in this project include 50% time of Dr. Tamara Schiff, NIET's Senior Vice President, who will serve as Project Director (PD) for this project. The PD will provide leadership and management of the TIF project. This will include, but not be limited to, oversight of all aspects of TIF project activities, working with Consortium to secure long-term sustainability for the PBCS, working closely with other NIET senior management and Consortium leadership to ensure fidelity to the TIF project, and overseeing all NIET staff associated with this project. Dr. Schiff's annual salary is [REDACTED] which is reasonable and necessary considering her experience and qualifications, as well as the job responsibilities associated with this role. Dr. Schiff has extensive experience in grant management, educational research, program administration and policy development. The 50% salary budgeted for this position is [REDACTED] in Year 1.

TIF Grant Coordinator: NIET will hire a 50% Grant Coordinator to work with the Project Director on all requirements of the grant. This will include: budget oversight; submitting appropriate reports to ED; monitoring expenditures; communicating regularly with Consortium business offices; and serving as lead administrative support for the grant. NIET will seek applicants who have a Bachelor's Degree in Business Administration or related discipline; or an equivalent combination of training and experience. The candidate should also have strong computer and organizational skills and previous experience with grants administration is recommended. The 50% salary budgeted for this position is [REDACTED] in Year 1.

President and Chief Executive Officer: Dr. Gary Stark is responsible for the management, operations and performance of NIET. He works closely with NIET senior staff to oversee

activities related to the implementation and advancement of TAP across the country, including KCS if funded under this proposal. Dr. Stark will provide *in-kind services* as needed.

Senior Vice President: Kristan Van Hook develops and implements strategies to build support for NIET's education initiatives, and will also take on this role for the TIF grant by developing and executing strategies to communicate results of the project to policy makers, practitioners and the public. Ms. Van Hook brings over 20 years of experience in government and public policy, and will contribute 10% of her time to provide communications management for this grant, which is adequate to fulfill the project's communication efforts.

Senior Researcher: Glenn Daley is responsible for carrying out internal research activities for NIET and TAP including oversight of data collection and systems. He will act as liaison between the grant's local evaluator and provide oversight of the evaluation. Prior to joining NIET, Mr. Daley worked for five years in the Program Evaluation and Research Branch of the Los Angeles Unified School District (LAUSD). Mr. Daley will spend 15% of his time to ensure that the local evaluation is carried out effectively. His time will decrease to 10% in Years 2-5 of the project.

Senior Vice President, School Services: The Senior Vice President for School Services oversees all training aspects of TAP. Jason Culbertson works closely with NIET senior management to support all aspects of school operations including TAP trainings, school reviews and evaluation, and other school services. He was previously the Project Director for a South Carolina TAP Teacher Incentive Fund grant. Mr. Culbertson will spend 5% of his time to support and manage TAP trainings involved in this TIF project. His time on the project will decrease to 3% in years 4 and 5.

Senior Program Specialists: The Senior Program Specialists work closely with senior NIET management to support all aspects of TAP operations, including TAP trainings, partnership support, TAP school reviews, and other projects. Teddy Broussard and Anissa Rodriguez will each contribute 5% of their time to provide training to ensure the successful implementation of TAP. Mr. Broussard's time on the project will decrease to 4% in Years 4 and 5, and Ms. Rodriguez' time will decrease to 3% in Years 4 and 5. Prior to their current positions, Mr.

Broussard was the Executive Director of Louisiana TAP and Ms. Rodriguez was a TAP Regional Coordinator with Texas TAP.

Program Associates: Lisa Shapiro and Monica Mean will each contribute 5% of their time to support the project and meet monitoring and reporting requirements. Their percentage of time remains constant as their responsibilities under TIF are constant.


Project Administrator: Debbie White will be responsible for the financial aspects of this grant's administration as well as audit preparation. In addition, her salary reflects her experience with financial record keeping for NIET, including reviewing expense reports, invoices and general expenses before submitting them to accounting for processing. Ms White's percentage of time remains constant at 5% as her responsibilities under the grant are constant.

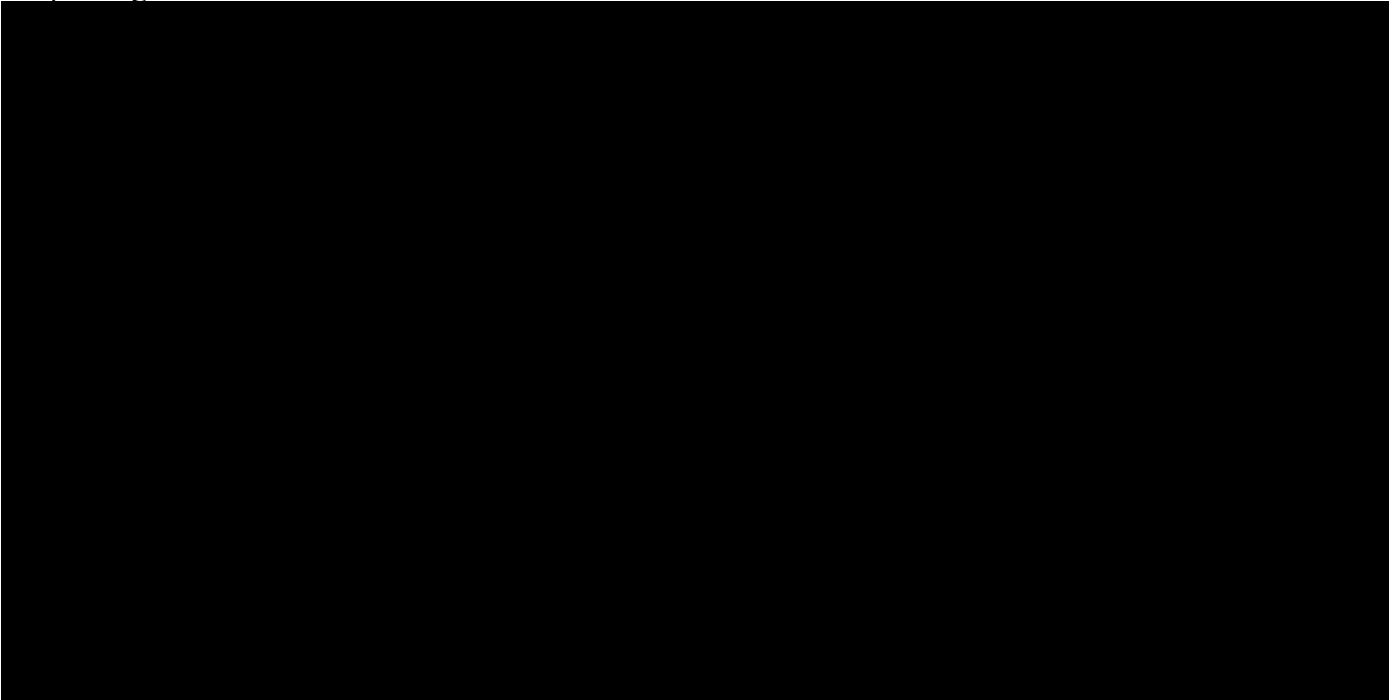
The following chart indicates the allocation of time devoted to the TIF project by NIET staff.

Percent Time Allocation for NIET Personnel					
	YR 1	YR 2	YR 3	YR 4	YR 5
Tamara Schiff, TIF Project Director	50%	50%	50%	50%	50%
Grant Coordinator (TBD)	50%	50%	50%	50%	50%
Glenn Daley, Senior Researcher	15%	10%	10%	10%	10%
Kristan Van Hook, Senior VP	10%	10%	10%	10%	10%
Jason Culbertson, Senior VP	5%	5%	5%	3%	3%
Teddy Broussard, Senior Program Specialist	5%	5%	5%	4%	4%
Anissa Rodriguez, Senior Program Specialist	5%	5%	5%	3%	3%
Lisa Shapiro, Program Associate	5%	5%	5%	5%	5%
Monica Mean, Program Associate	5%	5%	5%	5%	5%
Debbie White, Project Administrator	5%	5%	5%	5%	5%



NIET Fringe

The **rate of fringe for NIET personnel** is  in Year 1 of the TIF project. We have increased by an additional 1% for each subsequent year to reflect increased costs of employer benefits. NIET fringe includes: Employer payroll taxes (FICA, Medicare, SUI); Employee insurance (medical, dental, life, AD &D); Workers' comp insurance; 403(b) plan match; and Employee parking.

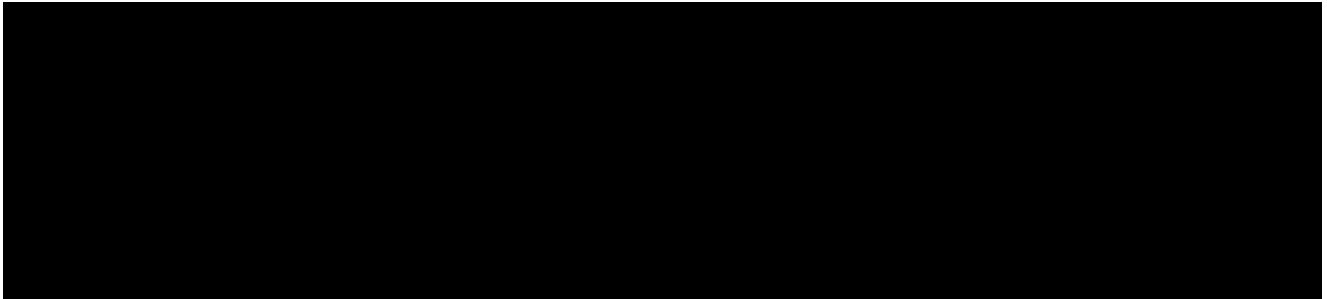


Consortium Salaries

Budgeted Consortium salaries are included in the narrative below. We have set a base salary for Year 1 of the TIF project and included 2.5% Cost-of-Living increases in subsequent years aligned with current COLA increases in the Consortium schools.

Consortium Executive Master Teacher: The Consortium will hire an Executive Master Teacher who will be responsible for overseeing the day-to-day implementation of TAP, as well as providing support for the teachers and administration at each school. See Page 54 of Project Narrative for more detail. The TIF grant will pay for 100% of this position and it will be housed at ABR. The position is budgeted for [REDACTED] which is comparable to the average principal salary in the Consortium.

Data Specialist: The Data Specialist will be responsible for working with Consortium schools, ABR leadership and NIET to ensure that all data are collected and processed properly. See Page 54 of Project Narrative for more detail. The annual salary for this position is [REDACTED] and will be adjusted each year at 2.5% to account for inflation and performance adjustments.



The school-level personnel costs in this project are related to hiring a master teacher in each school to help build capacity of current teachers in administrators in each Consortium school, as well as building additional capacity through salary augmentations for both master and mentor teachers. In each Consortium school, the TIF project is paying the full salary of one master teacher which the Consortium is paying for a second master teacher. Augmentations for all master teachers and all mentor teachers are covered under this grant.

Master Teachers: To support effective TAP implementation in the Consortium, we propose the following:

- 1) Master teachers: Because master teachers no longer have an assigned classroom, there is a need for a new hire in each Consortium school. The grant will support one master teacher positions for each school. This includes 5 positions in Years 1-2 of the grant and 6 positions in Years 3-5 when a new school will join the Consortium. We have budgeted [REDACTED] as the average salary for a master teacher in Year 1.
- 2) Augmentations for master positions: The grant will pay for the salary augmentation of the master teachers hired at each school site. This includes one master augmentation for each of the potions noted above. An additional master teacher in each school will be funded directly by the Consortium. The augmentations associated with these positions will also be included in this grant. The master augmentation in Consortium TAP schools is established at [REDACTED] annually.
- 3) Additional Days: Master teachers are contracted to work an additional 20 days in order to meet the requirements of their position. The grant will pay for these additional days at a daily rate of [REDACTED] in Year 2.

Mentor Teachers: Mentor teachers are full time classroom teachers who are part of the TAP Leadership team. To ensure incentives for mentor teachers for their increased roles and responsibilities (see “Other Attachments”) as part of TAP in the Consortium, we propose the following:

- 1) Augmentations for Mentor positions: The grant will pay for the salary augmentation of the Mentor Teachers hired at each school site. This includes four Mentor Teacher augmentations for each of five TAP schools in Years 1-2 and for each of the six TAP schools in Years 3-5. The TIF grant will pay for the full [REDACTED] augmentation for these Mentor teachers.
- 2) Additional Days: Mentor teachers are contracted to work an additional 10 days in order to meet the requirements of their position. The grant will pay for these additional days at a daily rate of \$[REDACTED] Year 2.

Substitute Time:

- 1) Substitute time in Years 1-2: In the first two years of TAP implementation it is expected that teachers may visit other schools or classrooms as part of their instructional development process. Consortium teachers will also have the opportunity to participate in the TAP National Conference and other training experiences that might require being out of the classroom. Further, substitute time may occasionally be utilized to ensure adequate time for cluster meetings. We have allotted up to 15 substitute days at each of the TAP schools during Years 1 and 2. This will allow travel by teachers and administrators to take place. The average daily rate for a substitute teacher in the Consortium is [REDACTED]
- 2) Substitute time in Years 3-5: In Years 3-5, we have allocated 5 substitute days at the original five schools in the Consortium. The new school starting in Year 3 will be allocated 10 substitute days for the last three years of the grant. This will allow for the activities noted above. The average daily rate for a substitute teacher in the Consortium [REDACTED]

Performance Bonuses: Through the PBCS in this grant, we propose to provide performance bonuses for eligible teachers and principals. As noted in the Project Narrative (footnote Page 2), assistant principals are included when we reference principals. Teachers include all certified instructional staff.

Teachers. We will establish a bonus pool from which the year-end performance based compensation incentives will be calculated based on the system described on page 26 in the Project Narrative. It should be noted that actual performance bonuses could range from zero to significantly above this average number, since they are based on performance. The goal is to create the possibility for the most effective teachers and administrators to earn substantial annual performance bonuses. The pool of teachers increases from Year 1 to Year 5 reflecting the expected growth in student enrollment. Estimated teachers per year: Year 1-125, Year 2 – 135, Year 3 – 165, Year 4 – 175, and Year 5 – 185. [REDACTED] per teacher will be included in the performance bonus pool.

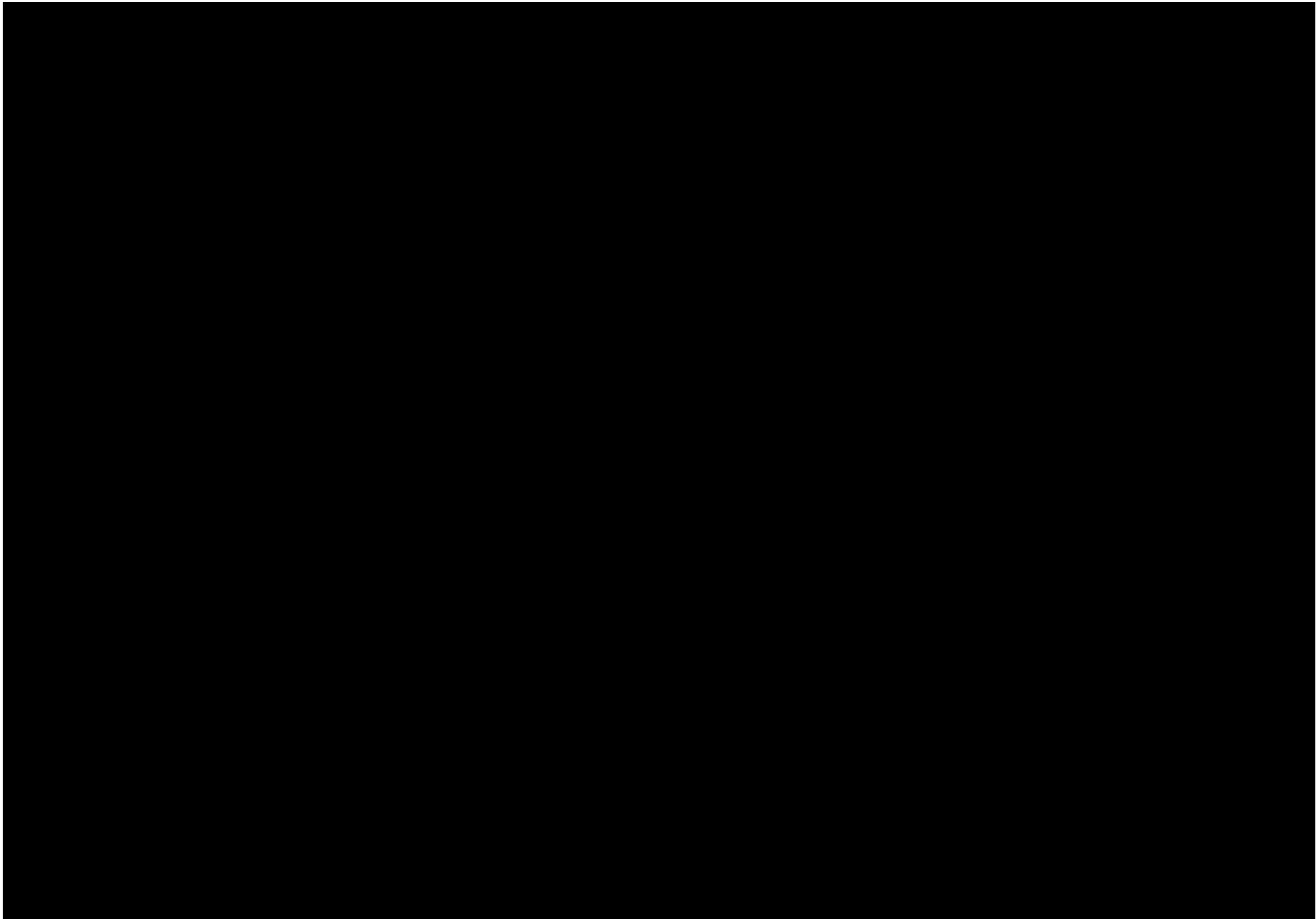
Principals: As described on page 27 in the Project Narrative, all principals will have the ability to earn a significant bonus based on their performance. [REDACTED] per principal and [REDACTED] per assistant principal will be allocated for performance awards.

Recruitment Incentives: The TIF grant will provide an exceptional opportunity for the Consortium to recruit the most effective or likely to be effective teachers and principals to their high-need schools. In particular, these incentives will assist in filling the hardest-to-staff positions in these high-need schools. Though all schools will be eligible for these incentives, priority will be given to attracting the most effective candidates to Pointe Coupee Central High School which has the greatest challenges with hiring talented educators. Recruitment incentives include:

- **Housing:** 10 allocations of [REDACTED] will be available in Years 1-2 to encourage effective teacher and principal candidates to move to the areas in which the Consortium schools are located. In Years 3-4, the number of allocations will be decreased to 5 with the expectation that the need for incentivizing recruitment to the Consortium schools will diminish with the improvements made through the TIF project. In Year 5, there will be no housing incentives provided.
- **Relocation:** 15 allocations of \$[REDACTED] will be available in Years 1-2 to offset relocation costs for effective teacher and principal candidates to move to the areas in which the Consortium schools are located. In Years 3-4, the number of allocations will be decreased to 10 with the expectation that the need for incentivizing recruitment to the Consortium schools will diminish with the improvements made through the TIF project. In Year 5, there will be no relocation incentives provided.
- **Recruitment:** 15 allocations of [REDACTED] will be available in Years 1-2 as incentives to attract the most talented candidates for hard-to-staff subjects in particular. In Years 3-4, the number of allocations will be decreased to 10 with the expectation that the need for incentivizing recruitment to the Consortium schools will diminish with the improvements made through the TIF project. In Year 5, there will be no recruitment allocation.
- **Tuition Reimbursement:** Another incentive for teachers and administrators to work in the Consortium schools is reimbursement for tuition required to achieve additional

certification credits. 50 allocations of [REDACTED] be offered in Years 1-2 of the TIF project. This allocation will decrease to 25 in Years 3-4. In Year 5, there will be no tuition reimbursement offered [REDACTED] is consistent with course costs at local universities.

- **Retention Bonuses:** The Consortium will offer the opportunity for retention bonuses to teachers, principals and central administration staff based on their measured professional performance (Page 30 of the Project Narrative). Items such as attendance, promptness to work, and overall professionalism will be rated on a scale of 1 through 5 with 1 being unacceptable and 5 being exemplary, and their commitment (as demonstrated by signing Offer Letter) to continue in the Consortium schools. These bonuses will be differentiated based on levels of accomplishment on set of indicators different from those included in the performance-based compensation system. Bonuses are [REDACTED] per employee, as specified per year: Year 1 – 150, Year 2 – 160, Year 3 – 192, Year 4 – 202, Year 5 – 212. This reflects all teachers, principals as well as the ABR leadership.

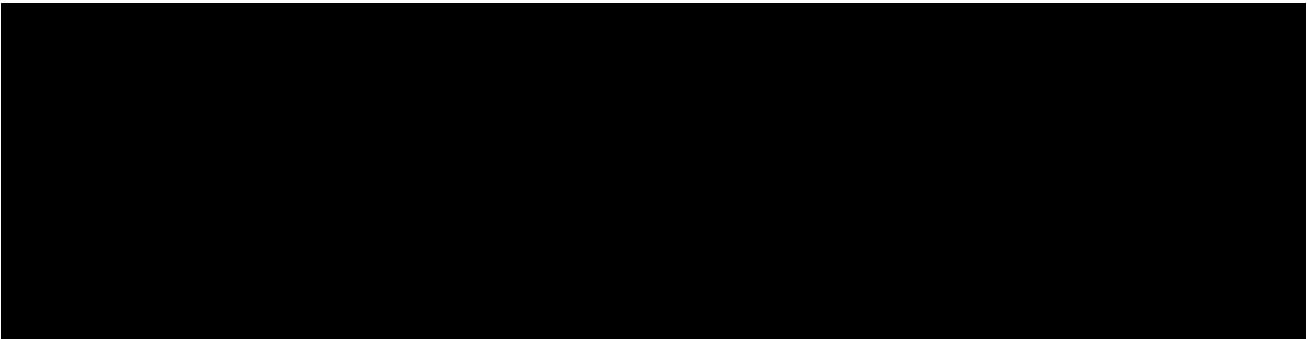


Consortium Fringe

The **rates of fringe for Consortium personnel costs** are as follows in Year 1 of the TIF project. We have increased the rate by an additional one percentage point for each additional year of the project. There is no related fringe for master and mentor teacher salary augmentation.

- Consortium Salaries: [REDACTED]
- Consortium Performance and Retention bonuses: [REDACTED]
- Consortium Recruitment and Housing incentives: [REDACTED]
- Consortium Substitute time: [REDACTED]
- Tuition and Relocation reimbursements: No fringe

Included in the salary fringe ([REDACTED]) is: Medicare, health, retirement, unemployment and workers' compensation. Included in bonus and incentive fringe ([REDACTED]) is: Medicare, retirement, unemployment and workers' compensation. Included in the substitute fringe ([REDACTED]) is Medicare, unemployment and workers' compensation.





Travel

NOTE: The following estimates were used in calculating travel costs, unless otherwise listed:

-Plane fare at \$

-Lodging

-Parking at

-Ground transportation at \$

-Meals and incidentals at \$

Consortium Travel

Teachers and principals from TAP schools will have the opportunity to participate in various TAP professional development activities beyond the classroom. Below is a description of these activities covered in the TIF project.

Annual National TAP Conference: Each year NIET hosts the National TAP Conference that includes plenary sessions featuring national experts in relevant education policy issues and intensive training sessions for new and continuing TAP schools. By gathering TAP Leadership Teams from across the country, we provide a forum for a robust sharing of ideas and practices. TAP Leadership Team members learn from other schools that are in different stages of implementation or have similar school level challenges. We have budgeted for teams of 8 school-based educators to attend the conference each year, as well as 10 ABR level administrators. This totals 50 attendees in Years 1-2 and 60 attendees in Years 3-5. Travel to the three-day TAP Conference is budgeted [REDACTED] per person for a three day, three night trip. Travel will originate in Baton Rouge, LA with the destination determined by the location of the conference. In 2011, the TAP Conference will be held in Los Angeles, CA.

TAP Summer Institute: The TAP Summer Institute is a three-day/three-night annual training opportunity for TAP Leadership Team (TLT) members. The Consortium TLT members will attend a local TSI developed by NIET or by the Louisiana State TAP leadership. We have budgeted [REDACTED] annually to cover mileage reimbursement at \$0.50 per mile for a total of 600 miles to ensure that all TLT, as well as ABR leadership can attend the annual TSI. Travel will be by car to a local venue.

In-Consortium Travel for Executive Master Teacher and Data Specialist: In order for the work with personnel in each individual TAP school, the Executive Master Teacher and Data Specialist will be required to travel extensively throughout the Consortium. We have budgeted [REDACTED] annually to cover mileage reimbursement at \$0.50 per mile for a total of 600 miles. Travel will originate and end within the Consortium area.

In-State Travel for TLT and Executive Master: The Consortium can benefit from the collective experience of other TAP schools in Louisiana. As such, [REDACTED] has been budgeted annually to cover mileage reimbursement at \$0.50 per mile for a total of 5,000 miles for in-state travel to visit other TAP sites. Travel will originate in Baton Rouge, LA and destination will be within the state of Louisiana.

Executive Master Teacher Training: In order to ensure that the Executive Master Teacher provides the most appropriate support and guidance to the Consortium schools, that position will be required to participate in an Executive Master Teacher training provided by the NIET School Services staff. These trainings will take place off-site and will be two-day, two-night visits. We have budgeted [REDACTED] annually in each year of the grant to enable the EMT to attend two trainings each year. Travel will originate in Baton Rouge, LA with the destination determined by the location of the training. It may be at a TAP site in another state, or likely at the NIET offices in either Santa Monica, CA or Greenville, SC.

Required Grantee Meetings with US Department of Education: We have budgeted for one representative from the Consortium to attend the two required grantee meetings each year of the project. These will be a two- day, one- night meetings to be held in Washington, D.C. Cost allocated for travel is [REDACTED] Travel will originate in Baton Rouge, LA with the destination being Washington, DC.

Consortium Travel								
		Y1-2	Y3-5	Y1	Y2	Y3	Y4	Y5
	Avg Cost	# of units	# of units	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
Annual National TAP Conference	[REDACTED]							
TAP Summer Institute								
In-Consortium Travel								
In-State Travel								
Executive Master Teacher Training								
Required ED Grantee Meeting								
Total Travel								

NIET Travel

TAP Startup Workshops (1, 2 & 3): TAP Leadership Team members (i.e., master and mentor teachers, and school administrators) are required to go through intensive core trainings focused on the essential elements of TAP implementation. This training consists of three separate workshops focusing on three core topics: 1) the TAP rubric, 2) TAP clusters, and 3) TAP leadership development. The first two workshops are three-day sessions and the third is a two day session. In Years 2-5, only new members of the leadership teams will need to participate in these trainings. We have budgeted travel costs for two NIET trainers to lead these three sessions in Year 1 and for one NIET trainer in the remaining years. This totals [REDACTED] in Year 1 and [REDACTED] in Years 2-5. Travel will likely originate from the location of the NIET training staff (CA, AR, TX or SC) and destination will be Baton Rouge, Louisiana.

NIET School Review: NIET will conduct annual school reviews in each year of this project. School reviews are half-day visits that assess the fidelity to which TAP is being implemented in each school. Implementation is assessed on a rubric that includes both quantitative (structural) and qualitative (quality) measures of TAP implementation. Two four day, three night trips are budgeted for this activity totaling [REDACTED] annually. Travel will likely originate from the location of the NIET training staff (CA, AR, TX or SC) and destination will be Baton Rouge, Louisiana.

Grant Monitoring: As fiscal agent for the TIF project, the Project Director or designee will visit the Consortium each year on a quarterly basis to ensure proper oversight of the grant. These will be three-day, two-night visits. This totals [REDACTED] annually. Travel will likely originate from Santa Monica, CA and destination will be Baton Rouge, Louisiana.

TAP Technical Assistance/Support: In order to ensure proper implementation of TAP, Consortium schools may require additional technical assistance and support from national TAP experts. We have budgeted monthly three-day, two-night visits for this travel totaling [REDACTED] annually. Travel will likely originate from the location of the NIET training staff (CA, AR, TX or SC) and destination will be Baton Rouge, Louisiana.

TIF Grantee Meetings: We have budgeted for one representative from NIET to attend the two required grantee meetings each year of the project. These will be a two- day, one- night meetings to be held in Washington, D.C. Cost allocated for travel is \$1,060.

NIET Travel								
		Y1	Y2-5	Y1	Y2	Y3	Y4	Y5
	Unit Cost	# of units	# of units	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
NIET Startup Workshop Training 1								
NIET Startup Workshop Training 2								
NIET Startup Workshop Training 3								
NIET School Review								
NIET Grant Monitoring								
TAP Technical Assistance/ Support								
TIF Grantee Meetings								
Total Travel								

Other

TAP Startup Workshops Participation Fee: Training materials will be provided to supplement learning for TAP Leadership Team members during the startup workshops. Included in this budget is [REDACTED] per attendee for materials for all three training sessions. We have budgeted funds to cover the materials costs for each school's TAP Leadership Team as well as the Executive Master Teacher and five additional ABR personnel in Year 1. This totals 85 Consortium

personnel. In anticipation of turnover in the TAP Leadership Teams and the inclusion of an additional school in Year 3, we have budgeted for 20% of the Year 1 attendance in Years 2-5. This totals 17 Consortium personnel.

TAP Summer Institute (TSI): The registration fee for the TAP Summer Institute is \$300 per person for Years 1 and 2 of the project. Fees will increase to \$350 for each of the following years. We have budgeted funds to cover the materials costs for each school's TAP Leadership Team as well as the Consortium Executive Master teacher each year.

National TAP Conference: The registration fee for 2011 National TAP Conference will be \$300 per person in Years 1 and 2, fees will raise to \$250 increase Years 3-5. This fee covers most meals and all conference materials. We have allocated funds for all TAP Leadership Team members, the Executive Master and five ABR administrators to attend the conference for a total of 85 attendees in Years 1 and 2, and 101 attendees in Years 3-5.

Postage: We have budgeted [REDACTED] annually for postage attributed to correspondence between the Consortium and NIET. This includes, but is not limited to, the regular submission of all reimbursement requests including supporting documentation.

Publications (Bi-annual Colloquium): The Consortium will hold a Colloquium in Years 1, 3 and 5 of this TIF project. The goals of the Colloquium may vary for each year; however, the focus will be on communicating the impact of TAP to the internal and external communities (See page 37 of the Project Narrative). The agenda for this two day session will align to the Consortium Communication efforts.

Program Items: We have budgeted [REDACTED] annually for program items related to the TIF project. This may include the purchase of additional training materials, publications or other items that support the TIF project.

Other	Year 1	Year 2	Year 3	Year 4	Year 5
TAP Startup Workshops Participation					
TAP Summer Institute (TSI)					
National TAP Conference					
Postage					
Program Items					
Publications (Bi-annual Colloquium):					
Total					

Equipment

Funds will be spent on providing laptop computers to each of the two full-time Consortium TAP positions (Executive Master Teacher and Data Specialist) as well as for one master teacher position in each school included in the grant. A printer will be provided for the master teachers at each school and one for the ABR offices where the Executive Master Teacher and Data Specialists will have their offices. Laptops are estimated at \$2,000 each and \$1,500 for a printer for each staff position.

Equipment	Yr 1	Yr 3	Y1	Y3
	# of units	# of units	Total Cost	Total Cost
Laptops				
Printers				
Total				

Supplies

We have budgeted funds for supplies in Year 1, Year 3 and Year 5 of the TIF project to support the Bi-annual Colloquium.

Supplies	YR1	YR3	YR5
	Total Cost	Total Cost	Total Cost
Colloquium Supplies			
Total			

Contractual

Money spent on contractual services includes activities in the following categories 1) Professional development, 2) Data management, 3) Meetings/Forums, and 4) Grant Management. Included in the Grant Management category is funding for an audit as required by the grant. In accordance with 24 CFR Parts 74.40-74.48 and Part 80.36, these materials and services will be procured in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. Further, in accordance with 24 CFR Parts 74.40-74.48 and Part 80.36, all contractual materials and services will be procured in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

TAP Startup Workshops Training: All TAP leadership team members (principal, master and mentor teachers) must participate in the TAP core trainings which include two three-day and one two-day workshop. These trainings provide the essential information which is essential to the development of a successful TAP school. Master and mentor teachers, and school administrators are required to go through intensive core trainings focused on the essential elements of TAP implementation. All TAP leadership team members will attend these sessions. This Core TAP training consists of three separate workshops focusing on three core topic: 1) the TAP rubric, 2) TAP clusters, and 3) TAP leadership development. The first two workshops are three day sessions and the third is two days. Two TAP trainers will be required for each workshop in Year 1 at a daily rate of [REDACTED] totaling \$10,000. In Years 2-5, we have budgeted \$5,000 for one trainer given that there will be fewer participants.

TAP Technical Assistance: TAP experts will provide an additional 16 days of onsite technical assistance during the Year 1 of this project. This work may include assisting in the hiring of

master and mentor teachers, rescheduling the school day to incorporate time for cluster meetings, and training focused on the use of data in making instructional decisions. This support will at a daily rate of [REDACTED]

Annual access to TAP Training Portal: Beginning in 2010-11, TAP schools will have access to a state-of-the art training portal which will provide additional training and support to the TAP schools. The TAP Training Portal will allow district TAP leadership to support a greater number of TAP schools by providing them with access to training, certification and other TAP support and technical assistance materials and videos on-line. The portal also houses the Strategies Library, a collection of hundreds of proven instructional strategies that teachers can access at any time convenient for them. The TAP Training Portal will also connect TAP leadership teams (i.e., principals, master and mentor teachers) across all TAP schools, providing them with the ability to support mutual growth and development. Consortium schools will begin using the TAP Training Portal in Year 1 of the project. Access fees are \$1,000 per school annually.

NIET School Reviews: In the Spring of each year, NIET representatives will conduct on-site assessments of TAP implementation in the Consortium schools. An annual fee of \$850 will be assessed per school for these services. The findings of these reviews are used by the school leadership team to develop their school improvement plan for the following year. Findings also assist in the evaluation of TAP on improving teacher effectiveness and student achievement.

Bi-Annual Colloquium: The Consortium will hold a Colloquium in Years 1, 3 and 5 of this TIF project. The goals of the Colloquium may vary for each year; however, the focus will be on communicating the impact of TAP to the internal and external communities. The agenda for this two day session will align to the Consortium Communication efforts. It is expected that the size of the Colloquium will grow from Year 1 to Year 5. The budgeted amount includes facilities rental, food and beverage, guest speakers and other contracted services expected for this meeting.

VAL-ED Principal Assessment: Principals in the Consortium schools piloted the VAL-ED assessment instrument during the 2009-10 school year as part of their efforts to assess school leadership. Principals will receive training on how this 360-degree assessment is implemented

and on how the results can be used to improve their leadership skills. We have allocated [REDACTED] per school to cover the costs of this assessment tool. (See Page 24 of Project Narrative).

Principal Training: We have allocated an additional [REDACTED] annually to provide ongoing leadership development training to principals in the Consortium schools. This training will align to the assessment instruments used to measure principal effectiveness as part of the TIF project, and will also align to the core elements of TAP.

Value-Added Calculations: The Consortium will contract with a reputable vendor that is able to calculate school-wide and individual value-added results. Value-added calculations need to occur at the student and teacher level and are budgeted as such. The cost of these calculations is estimated at \$2 per student-level report and \$25 per teacher-level report. Costs increase from Year 1 to Year 5 reflected the expected enrollment increases in the Consortium schools during the course of the TIF project.

Comprehensive Online Data Entry (CODE): The CODE data management system is used as a sole source provider in TAP schools across the country to maintain data collected as part of TAP's comprehensive evaluation structure. See page 40 in the Project Narrative for more detail. The annual school cost of CODE access is \$2,000.

Grant Evaluation: We will contract with a recognized evaluator to assess progress toward the goals and objectives set forth in this proposal. The evaluation plan is described in the Project Narrative on page 60. We have budgeted \$50,000 in each year of the project for evaluation efforts.

Communications: It is essential to communicate the results of TAP in the Consortium and the impact of the TIF to the larger community. (See page 35 in Project Narrative.) We have budgeted [REDACTED] in Years 1-3 of this project to focus on informing the Baton Rouge community and other key stakeholders of the innovative system of teacher effectiveness reform that will be implemented in the Consortium. [REDACTED] annually will be budgeted in Years 4-5 to continue

communicating the success of the reform to the community, focusing on recruitment and retention of the most effective teachers to the schools.

Audit [REDACTED] has been budgeted annually for the cost of the required A-133 audit associated with this grant.

Contractual											
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
	Unit Cost	# of units	# of units	# of units	# of units	# of units	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
TAP Startup Workshop Training		# Days/ 2 Trainers	# Days /1 Trainer	# Days /1 Trainer	# Days /1 Trainer	# Days /1 Trainer					
TAP Technical Assistance											
Annual Access to TAP Training Portal											
NIET School Reviews											
Bi-Annual Colloquium											
VAL-ED Principal Assessment											
Principal Training											
Value-Added Calculations – Student Data											
Value-Added Calculations – Teacher Data											
Comprehensive Online Data Entry (CODE)											
Grant Evaluation											
Communication Audit											
TOTAL											

Indirect Costs

Our funding request for indirect costs of direct expenses (excluding contractual) are as follows based on NIET's federally approved Indirect Cost Rate of [REDACTED]

Indirect Costs					
	Year 1	Year 2	Year 3	Year 4	Year 5
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Required Cost Share

The Consortium of ADVANCE Baton Rouge Charter schools is committed to the ongoing implementation and success of TAP implementation beyond the five years of the grant period. This is demonstrated by their increasing cost share of the performance based compensation from Year 1 to Year 5 of the grant. For a more detailed description of the Consortium's sustainability plan see page 58 of the Project Narrative.

Performance-based Compensation Consortium Cost-Share					
	Y1	Y2	Y3	Y4	Y5
Personnel					
Performance bonus					
Fringe					
Fringe	-				
Total Cost Sharing	-				
Consortium Cost Share %	0%				

Total Project Cost

Above and beyond the required cost share, the Consortium will be paying for one full-time master teacher in each school including fringe. The chart below shows these contributions along with the cost share noted above. In addition to these quantifiable costs, ABR leadership will be providing in-kind goods and services throughout the project in order to ensure fidelity to TAP and the ongoing sustainability of the PBCS.

Total Project Cost					
	Y1	Y2	Y3	Y4	Y5
TIF Project Request					
Consortium Cost Sharing					
Consortium In-Kind Contributions					
TOTAL PROJECT COST					